

Prepared by and return to:

Glazer & Sachs, P.A.
One Emerald Place
3113 Stirling Road
Suite 201
Fort Lauderdale, Florida 33312

**NOTE TO RECORDER: THE FOLLOWING REVITALIZED
DECLARATION OF COVENANTS AND RESTRICTIONS OF EMERALD
SPRINGS HOMES OF DAVIE REVITALIZED THE DECLARATION OF
COVENANTS AND RESTRICTIONS OF EMERALD SPRINGS HOMES OF
DAVIE RECORDED IN OFFICAL RECORDS BOOK 23074, PAGE 619, OF
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

Prepared by and return to:

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One Emerald Place
3113 Stirling Road
Suite 201
Fort Lauderdale, Florida 33312

EMERALD SPRINGS REVITALIZED DECLARATION WITH ATTACHMENTS: ARTICLES OF INCORPORATION AND BYLAWS

This is the Revitalized Declaration, Articles of Incorporation and Bylaws for Emerald Springs, adopted pursuant to Section 720.407, Florida Statutes, and approved by the Florida Department of Economic Opportunity.

Executed this 10th day of September, 2025.

Emerald Springs Homeowners Association, Inc.

(A Florida Not-for-Profit Corporation)

By: *A. de la Cruz*

Armando de la Cruz, President

By: _____

Paul Berryman, Secretary

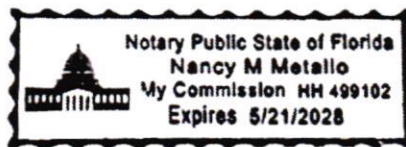
NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of September, 2025, by Armando de la Cruz, President, ~~and Paul Berryman, Secretary~~, of Emerald Springs Homeowners Association, Inc., a Florida not-for-profit corporation, who are personally known to me or who have produced driver license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy M. Metallo
Notary Public, State of Florida
Name: Nancy M. Metallo
My Commission Expires: May 21, 2028
Commission No.: HH499102



Signer personally appeared by online notarization and produced identification via OnlineNotary.us

Prepared by and return to:

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EMERALD SPRINGS REVITALIZED DECLARATION WITH ATTACHMENTS: ARTICLES OF INCORPORATION AND BYLAWS

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Executed this ___ day of September, 2025.

Emerald Springs Homeowners Association, Inc.

(A Florida Not-for-Profit Corporation)

By: _____

Armando de la Cruz, President

By: _____

Paul Berryman, Secretary

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of September, 2025, by Armando de la Cruz, ~~PLA~~ President, and Paul Berryman, Secretary, of Emerald Springs Homeowners Association, Inc., a Florida not-for-profit corporation, who are personally known to me or who have produced FL Driver License as identification.

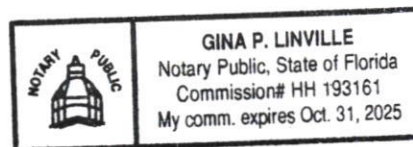
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Florida

Name: Gina Linville

My Commission Expires: Oct-31-2025

Commission No.: HH 193161



REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS

OF

EMERALD SPRINGS HOMES OF DAVIE

Whereas the original declaration specifically restricted the real property of the Emerald Springs Homes of Davie dated 12th of January, 1995, and was recorded in book 23074 at page 619 of the public records of Broward County, Florida;

Declarant owns the property described herein and intends to develop the property as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property, and amenities and to contribute to the personal and general health, safety, and welfare of the property owners and residents therein. This Declaration will also establish an association which will own, operate and slash or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property and will be members of the association.

NOW, THEREFORE, Declarant hereby declares that the subject property, as herein defined, and such additions as made the hereafter be made pursuant to the terms of the declaration shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which have all of which are created in the best interest of the owners and residents of the Subject Property or any portion thereof, and shall in your to the benefit of each and every person, from time to time, owning or holding an interest in this Subject Property, or any portion thereof.

1. DEFINITIONS. The terms used in this Declaration, and in the Articles and Bylaws, shall have the following meanings, unless the context otherwise requires:

1.1. ARCHITECTURAL REVIEW BOARD OR A. R. B. To the permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of improvements within the Subject Property.

1.2. ARTICLES mean the Articles of Incorporation of the Association, as some may be amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an Owner for the payment of the Owner's share of Common Expenses, and/or any other funds

which an Owner may be required to pay to the Association as provided by this Declaration, the Articles or the Bylaws.

1.4. ASSOCIATION means EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation, its successors and assigns, established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.5. BOARD means the Board of Directors of the ASSOCIATION.

1.6. BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.7. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the Association or which is declared to be a Common Area by the Declaration. Common Areas may include, but are not limited to, open areas, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of Common Areas will be provided, and the lake and other facilities located within the Subject Property which are identified and dedicated to the Association on any recorded subdivision plat of the Subject Property or conveyed to the Association by deed.

1.8. COMMON EXPENSES mean all the expenses of any kind or nature whatsoever incurred by the Association, including any reasonable reserve, also including, but not limited to, the following:

1.8.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, 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.

1.8.2. Expenses of obtaining, repairing or replacing personal property in connection with any Common Area or the performance of the Association's duties.

1.8.3. Expenses incurred in connection with the administration and management of the Association.

1.8.4. 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.

1.8.5. Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or Bylaws.

1.9. COMMON SURPLUS means the excess of all receipts of the Association over the amount of the Common Expenses.

1.10. DECLARANT means the Person executing this Declaration, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then present Declarant recorded in the public records of the county in which the Subject Property is located. In addition, in the event any Person who obtains title to all the Subject Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the public records of the county in which the Subject Property is located, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion recorded in the county in which the Subject Property is located. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

1.11 DECLARATION means this document, and all exhibits hereto, as it may be amended from time to time.

1.12 IMPROVEMENTS shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscaping device or object.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.14 LOT means any parcel of land located within the Subject Property, which has been or is intended to be conveyed by Declarant to an Owner and which contained or is intended to contain a Unit, and shall include any Unit constructed upon the Lot.

1.15 OWNER means the record owner(s) of the fee title to a Lot.

1.16 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.17 SUBJECT PROPERTY means all of the property subject to this Declaration from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes any Units or improvements constructed thereon.

1.18. UNIT means the detached single-family residential dwelling constructed, or to be constructed, upon a Lot.

2. ASSOCIATION. In order to provide for the administration of the Subject Property and this Declaration, the Association has been organized under the Laws of the State of Florida.

2.1. ARTICLES. A copy of the Articles is attached hereto as Exhibit "B". No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided herein.

2.2. BYLAWS. A copy of the Bylaws is attached as Exhibit "C". No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided herein.

2.3 POWERS OF THE ASSOCIATION. The Association shall have all of the powers indicated or incidental to those contained in its Articles and Bylaws. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the Subject Property is hereby submitted to the jurisdiction of the Association.

2.4. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of the Owners is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Articles and the Bylaws, except as otherwise provided herein.

2.5. ACTS OF THE ASSOCIATION. Unless the approval or action of the Owners and/or a certain specific percentage of the Board is specifically required by this Declaration, the Articles or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.6. MANAGEMENT AND SERVICE CONTRACTS. The Association shall have the right to contract for professional management or services on such terms and conditions as

the Board deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

2.7. MEMBERSHIP. All Owners shall be members of the Association. Membership as to each Lot shall be established, and transferred, as provided by the Articles and the Bylaws.

2.8. OWNERS VOTING RIGHTS. The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION,

3.1 CONVEYANCE OF COMMON AREAS TO ASSOCIATION.

3.1.1 BY DECLARANT. Declarant shall have the right to convey title to any property owned by it, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the Subject Property is located.

3.1.2. BY ANY OTHER PERSON. Any other Person may also convey title to any property owned by such Person, or any easement or interest therein, to the Association as a Common Area, 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 or conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the Subject Property is located.

3.2 USE AND BENEFIT. All Common Areas shall be held by the Association for the use and benefit of the Association and the Owners, the residents of the Subject Property, and their respective guests and invitees, the holders of any mortgage encumbering any Property from time to time, and any other persons authorized to use the Common Areas or any portion thereof by Declarant or the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the Common Area or contained in the deed or instrument conveying the Common Area to the Association, and subject to any rules and regulations adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Property.

3.3 GRANT AND MODIFICATION OF EASEMENTS. The Association shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the Association, and shall have the further right to modify, relocate or terminate existing easements in favor of the Association.

3.4 ADDITIONS, ALTERATION, OR IMPROVEMENTS. The Association shall have the right to make additions, alterations or improvements to the Common Areas, 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 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 Areas, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alteration or improvements to the Common Areas, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Declarant owns any portion of the Subject Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Areas as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

3.5 UTILITIES. The Association shall pay for all utility services for the Common Areas, or for any other property to be maintained by the Association, as a Common Expense.

3.6 TAXES. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association, as a Common Expense.

3.7 INSURANCE. The Association shall purchase insurance as a Common Expense, as follows:

3.7.1. HAZARD INSURANCE protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all Common Areas and property owned by the Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the Owners.

3.7.2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

protecting the Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

3.7.3. BLANKET FIDELITY BOND for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least equal to the sum of three (3) months assessments on all Units plus reserve funds.

3.7.4. Such other insurance as may be desired by the Association, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

3.7.5. All insurance purchased by the Association must include a provision requiring at least ten (10) days written notice to the Association before the insurance can be canceled or the coverage reduced for any reason.

3.7.6. Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed \$2,500 or such other sum as is approved by the Owners.

3.7.7. Upon request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association, and shall have the right to require at least ten (10) days written notice to the Institutional Lender before any insurance can be canceled or the coverage reduced for any reason. Each Institutional Lender shall have the right upon notice to the Association to review and approve, which approval shall not be unreasonable withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the Association, and to require the Association to purchase insurance complying with the reasonable and customary requirements of the Institutional Lenders, the requirements of the Institutional Lender holding mortgages encumbering Units which secure the largest aggregate indebtedness shall control.

3.8. DEFAULT. Any Owner or Institutional Lender may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefore from the Association, plus interest and any costs of collection, including attorneys' fees.

3.9. DAMAGE OR DESTRUCTION. In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as the "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds

(2/3) of the votes of the Owners. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special Assessment for any such expense.

3.10. MAINTENANCE OF COMMON AREAS AND OTHER PROPERTY. The Association shall maintain all Common Areas and property owned by the Association, and all improvements thereon, in good condition at all times. If pursuant to any easement the Association is to maintain any improvement within any property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the Association if the Board, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the residents of the Subject Property. In such event, where applicable the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner, until the Board determines to no longer assume the obligation to operate and/or maintain such property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Subject Property, and any pavements, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the Subject Property. To the extent the Association assumes the obligation to operate and/or maintain any Property which is not owned by the Association, the Association shall have an easement and right to enter upon such Property in connection with the operation of or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of the county in which the Subject Property is located, and may be made in connection with an agreement with any Owner, the Declarant, or any governmental authority, otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, on any property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Unit Owner or any resident of any Unit, or their guests or invitees, damages any Common Area or any improvement thereon, the Unit Owner of such UNIT shall be liable to the Association for the cost of repair or restoration to the extent not covered by the Association's insurance.

3.11. SURFACE WATER MANAGEMENT SYSTEM. It is acknowledged the surface water management and drainage system for the Subject Property is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Subject Property for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Subject Property, provided however that such easement shall be subject to improvements constructed within the Subject Property as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the Subject Property shall be developed, operated, and maintained in conformance with the requirements of the Central Broward Drainage District and/or any other controlling governmental authority. The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Subject Property. Such maintenance shall be performed in conformance with the requirements of the Central Broward Drainage District, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the Association shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any Property which is not a Common Area or contiguous to a Common Area or which is not otherwise to be maintained by the Association pursuant to this Declaration. Such maintenance responsibility of the Association pursuant to this Declaration, may, but is not required to, include any portion of the surface water management and drainage system for the Subject Property which is owned and maintained by any controlling governmental authority.

3.12. MORTGAGE AND SALE OF COMMON AREAS. The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Area owned by the Association without the approval of at least 2/3 of the votes of the Owners, excluding Declarant. Notwithstanding the foregoing, as to any portion of any Common Area that is unimproved and is to consist of landscaped open area around future Units not yet constructed, if Declarant changes the location of any future Units such that a portion of the Common Area would be within a relocated Lot, then the Association shall have the right without the approval of the Owners to convey such area to Declarant, and in connection therewith, Declarant shall convey to Association any area which was formerly intended to be a Lot which is, due to the relocation of any Lot, then intended to be a Common Area. If ingress or egress to any Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such Property, unless alternative ingress and egress is provided to the Owner(s).

3.13. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration of the Bylaws, and every other right or privilege

reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4. EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

4.1. EASEMENTS FOR PEDESTRIAN AND VEHICULAR TRAFFIC.

Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Owners and the residents of the Subject Property, their mortgagees, and their guests and invitees.

4.2. PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON AREAS. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive appurtenant easement in favor of all Owners and residents of the Subject Property from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.3. SERVICE AND UTILITY EASEMENTS. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Subject Property, and over, under, on and across the Common Areas, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Subject Property. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Subject Property, 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 Subject Property shall only be under the Lot, and 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.

4.4. SERVICE AND MAINTENANCE EASEMENT. If any Unit is located within 4 feet of the boundary line of any Lot, the Owner of such Lot shall have an easement into the contiguous Lot or Common Area, as the case may be, which easement shall be 4 feet from the Unit, for the purpose of servicing and maintaining the Unit. The Owner of such Unit shall not be liable for any drainage or destruction to any landscaping or improvements within any such easement area which is caused in connection with the reasonable maintenance and servicing of his Unit.

4.5. ENCROACHMENTS. If any portion of the Common Areas encroaches upon any Lot; if any Unit or other improvement encroaches upon any Lot or upon any portion of the Common Areas; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the Consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Areas; or (v) any non-purposeful or non-negligent act of an Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.6. EASEMENTS FOR OVERHANGING troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Lots and the Common Areas.

4.7. ADDITIONAL EASEMENTS. Declarant (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 Areas in favor of the Owners and residents of the Subject Property and their 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 Subject Property in favor of the Association and/or the Owners and residents of the Subject Property and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Subject Property, 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, or the modification, relocation or abandonment of existing 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 Declarant and/or the Association as their attorney-in-fact for the foregoing purposes.

4.8. SALE AND DEVELOPMENT EASEMENT. Declarant reserves and shall have an easement over, upon across and under the Subject Property as may be reasonably required in connection with the development, construction, sale and promotion, or leasing, of any Lot or Unit within the Subject Property or within

any other property owned by Declarant.

4.9. OWNER'S EASEMENT OF ENJOYMENT. Every owner, his family and social invitees shall have a right and easement of use and enjoyment in and to the Common Area only for the purposes of which it is intended subject to this Declaration and subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Owner shall be deemed to have delegated his or her rights to the tenant of any leased Lot.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Subject Property then owned by the Declarant or its affiliates or the Association from the provision of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Subject Property desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subject Property.

4.10. OWNER'S RIGHT TO INGRESS, EGRESS, AND SUPPORT. Each Owner shall have the right to use, ingress and egress over, upon, and across the Common area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each lot.

5. USE RESTRICTIONS, (also see 15. SPECIFIC USE RESTRICTIONS).

5.1. COMPLIANCE WITH CITY ORDINANCES. Each Owner, and any resident of any Unit, shall use, possess, own, occupy, and maintain the Owner's Unit in strict conformance with all applicable ordinances, rules, regulations and other requirements of the City of Davie, Florida, and any violation of any of the ordinances of the City of Davie, by any Owner, or by any Unit, shall be deemed a violation of this Declaration.

5.2. LEASES. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and copies delivered to the Association prior to occupancy by the tenant(s). No lease shall be for a period of less than one year. (See section 14 herein).

5.3. MAINTENANCE. Each Owner shall maintain his Unit and all improvements and landscaping upon his Lot in first class condition at all times, except any portions thereof to

be maintained by the Association as provided in this Declaration. The exterior of all Units including but not limited to roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with earth-tone colors which are harmonious with other Units, and no excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Unit shall be cleaned and kept free of debris and cracks, damaged and/or eroding areas or same shall be repaired, replaced and/or resurfaced as necessary. Each Lot containing a Unit shall be tastefully landscaped, and all landscaping upon a Lot shall be maintained by the Owner to the pavement edge of any abutting road, in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect, and disease control shall be performed by the Owner. All landscaped areas shall be primarily sodded with grass and shall not be paved or covered with gravel or any artificial surface. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced and excessive weeds, underbrush or unsightly growth shall be removed by the Owner. All Owners shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot and on any contiguous roads to the center line of the road. Further, all landscaping must at all times comply with the City Code and Master Plan of Davie, Florida.

5.4. SURFACE WATER MANAGEMENT. No Owner or any other Person shall do anything to affect the surface water management and drainage of the Subject Property 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 Subject Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Subject Property by Declarant or by the developer of any portion of the Subject Property in accordance with permits issued by controlling governmental authorities.

5.5. NUISANCES. No nuisances shall be permitted within the Subject Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Subject Property or which shall interfere with the peaceful possession and proper use of the Subject Property 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.

5.6. EXCEPTIONS. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Subject Property while owned by Declarant, or to any undeveloped Property, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Subject Property and the construction of any Units, Buildings and other improvements thereon, or any activity associated with the sale or leasing of any Units, by Declarant or by the developer of any portion of the Subject

Property. Specifically, and without limitation, Declarant and any developers, of any portion of the Subject Property shall have the right to: (i) construct any buildings or improvements within the Subject Property, and make any additions, alterations, improvements, or changes thereto, (ii) maintain customary and usual sales, leasing, general office and construction operations on any Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any Property for sales, leasing, construction, storage or other purposes, (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any Property and (v) post, display, inscribe or affix to the exterior of a Unit or upon any Property, signs and other materials used in developing, constructing, selling or promoting any Property.

6. ASSESSMENT FOR COMMON EXPENSES.

6.1. Each Owner of a Lot shall be responsible for the payment to the Association of Assessments for Common Expenses for each Lot owned by the Owner, which amount shall be assessed to the Owner as described below. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except for any Assessments owed by Declarant, and except as provided in Paragraph 7.1.6. of this Declaration.

6.2. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the Assessment for Common Expenses for each Lot, which shall be equal and shall be determined by dividing the total amount to be assessed for Common Expenses by the number of Lots for which Assessments for Common Expenses are to be made pursuant to the budget. The Association shall then notify each Owner in writing of the amount, frequency and due dates of the Assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon Written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses. If the expenditure of additional funds for Common Expenses is required in addition to funds produced by Assessments for Common Expenses, the Board may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special Assessments for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments

for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments.

6.3. In addition to Assessments for Common Expenses, the first Owner acquiring title from Declarant to a Unit shall pay to the Association a contribution to a working capital fund of the Association in an amount equal to the greater of \$500.00 or 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.

6.4. Notwithstanding the foregoing, until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments for Common Expenses as in the case of any other Owner, Declarant shall not be liable for Assessments for Common Expenses for any Units owned by Declarant, but in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of the Assessments for Common Expenses receivable from the other Owners (including working capital contributions), and other income received by the Association. During such period when Declarant is not liable for Assessments for Common Expenses for Units owned by Declarant, the Assessments for Common Expenses shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Units and Improvements contemplated within the Subject Property were completed, so that Assessments for Common Expenses during such period will be approximately what said Assessments would be if the development of the Subject Property as contemplated by Declarant was complete. In any event, Declarant shall not be required to fund reserves allocated to any unbuilt Units or any Units owned by Declarant.

6.5. SPECIFIC ASSESSMENTS. The Board shall have the power specifically to assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Lots for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

- (a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all, may be specifically assessed equitably among all Lots according to the benefit received.

(c) Any other amounts which, under the provision of this Declaration may be specifically assessed against a Lot.

6.6. EXEMPT PROPERTY. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments and Special Assessments: (a) all Common Area; and (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public streets.

6.7. FAILURE TO ASSESS. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

7. DEFAULT.

7.1. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS.

7.1.1. LATE FEES AND INTEREST. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right 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 rate of 15% per year 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.

7.1.2. 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 such 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.

7.1.3. 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.

7.1.4 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.

7.1.5. 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.

7.1.6. SUBORDINATION OF LIEN. When any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, 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 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 of record 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.

7.1.7. 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.

7.1.8. UNPAID ASSESSMENTS CERTIFICATE. Within 15 days after written request by any Owner or any Institutional Lender holding or naming 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.

7.1.9. 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.

7.2. 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 Bylaws 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:

7.2.1. 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

7.2.2. Commence an action to recover damages; and/or

7.2.3. 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 Subject Property is located.

7.3. NO WAIVER. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

7.4. RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude

the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

7.5. ENFORCEMENT BY OR AGAINST OTHER PERSONS. In addition to the foregoing, this Declaration may be enforced by Declarant (so long as Declarant is an Owner), 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, 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.

8. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred (100%) percent of the Owners execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the Subject Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

9. AMENDMENT.

9.1. This Declaration may be amended upon the approval of not less than 2/3 of the Owners, except that if any provision of this Declaration requires the consent or approval of more than 2/3 of the Owners, then such provision may not be amended without the approval of at least the same percentage of Owners required to consent or approve such action. In addition, so long as Declarant owns any portion of the Subject Property, this Declaration

may be amended from time to time, by Declarant and without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include, but shall not be limited to, amendments required by any Institutional Lender or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this Declaration must first be recorded in the public records of the county in which the Subject Property is located, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

9.2. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

9.3. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which would adversely affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the Central Broward Drainage District.

10. SPECIAL PROVISION REGARDING INSTITUTIONAL LENDERS.

10.1. NOTICE OF ACTION. Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

10.1.1. Any condemnation or casualty loss which affects a material portion of the Subject Property or the Lot;

10.1.2. Any sixty (60) day default in the payment of Assessments or charges owed to the Association or in the performance of any obligation hereunder by the Owner of the Lot;

10.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

10.1.4. Any proposed action which would require the consent of a specified percentage of Institutional Lenders.

10.2. CONSENT OF INSTITUTIONAL LENDERS. Whenever the consent or approval of any portion of the holder(s) of any mortgage(s) encumbering any Lots is required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Subject Property, the Association may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary may be recorded in the public records of the county where the Subject Property is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

10.3. PAYMENT OF TAXES AND INSURANCE. Any Institutional Lender may pay any taxes or assessments which are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefore from the Association plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

11. MISCELLANEOUS.

11.1. CONFLICT WITH ARTICLES OR BYLAWS. In the event of any conflict between the Articles and the Bylaws and this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

11.2. 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.

11.3. SEVERABILITY. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause,

phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

11.4. VALIDITY. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

11.5. ASSIGNMENT OF DECLARANT'S RIGHTS. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the Bylaws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Subject Property, to any person or entity pursuant to an assignment recorded in the public records of the county in which the Subject Property is located. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability.

11.6. PERFORMANCE OF ASSOCIATION'S DUTIES BY DECLARANT. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant'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 Owners, provided however that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

11.7. INAPPLICABILITY OF CONDOMINIUM ACT. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

11.8. ACTIONS AGAINST DECLARANT. In the event the Association or any Owner institutes any legal proceedings against Declarant or any director of the Association appointed by Declarant, the Association or Owner instituting such proceedings, as the case may be, shall within 10 days after written demand by Declarant or any such director, as the case may be, deposit with the attorney representing Declarant or any such director an amount estimated by such attorney as to what the legal fees to be incurred by Declarant or any such director in defending any such action will be. If such amount is deemed insufficient by the attorney representing the Declarant or any director, during the proceedings of any such litigation, then within 10 days after written demand increasing the estimated total legal fees, the Association or Owner prosecuting the action shall deposit any additional amount required to secure the payment of such fees. Such fees may be used

and applied during the course of the proceedings to pay the attorneys' fees of Declarant or any such director, and if Declarant or any such director prevails in any such legal proceedings, then the Association or any Owner prosecuting such action shall be liable for all costs and attorneys' fees incurred by Declarant or any Unit Owner in defending such action, and any excess costs and fees paid by the Association or any Owner shall be refunded at the end of the proceedings. If the Association or any Unit Owner prosecuting any such action against Declarant or any such director fails to pay the estimated fees and costs as set forth above, then the Association or the Owner shall not be entitled to proceed with said action, and shall be required to dismiss same with prejudice and remain liable for all costs and attorneys' fees incurred by Declarant or any such director. If and when any such proceedings are resolved totally against Declarant or any director appointed by Declarant, then Declarant or any such director shall refund to the Association or the Owner who prosecuted such action all costs and fees paid for Declarant or such director, but shall not be liable for any costs or attorneys' fees incurred by the Association or Owner who prosecuted the action. In any event, the Association shall not institute any legal proceedings against Declarant without the prior written consent of the Owners owning one hundred percent (100%) of the Lots, and if any Lot is owned by more than one person, the Owners of the Lot will not be deemed to have consented to such legal proceeding unless all of the Co-Owners have given their prior written consent.

11.9. It is acknowledged that Declarant, in connection with the development of the Subject Property will be installing various roads and utilities. Declarant's sole liability in connection therewith will be to have the roads and utilities, and any other subdivision improvements, inspected by the City of Davie, and any applicable controlling governmental authority, and when such inspection is accepted, the same shall constitute a full and complete release of all obligations and liabilities of Declarant in connection therewith.

11.10. SUSPENSION OF MEMBERSHIP RIGHTS. In the Association no Owner shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. An Owner shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of the Declaration, or in violation of any rules or regulations promulgated by the Association. While not in good standing, the Owner shall not be allowed to vote or exercise any other right or privilege of a Member of the Association.

12. REPURCHASE OPTION. In order to insure that a well-integrated residential community is established at EMERALD SPRINGS HOMES OF DAVIE, Declarant retains the right, at its option to re-purchase any Lot if the Owner does not begin the construction of a Unit within eighteen (18) months from the date of closing of the purchase of the Lot from Declarant, or if the Unit is not

completed within twenty-four (24) months after construction of the Unit is commenced. For purposes of this Declaration, commencement of construction shall mean the pouring or the slab for the Unit. For the purpose of this Declaration, the Unit shall be deemed to have been completed only if a Certificate of Occupancy has been issued for the Unit and all of the Improvements, including landscaping, for the Lot, pursuant to plans and specification approved by the A.R.B., have been completed. The exercise of this option shall be at the sole discretion of the Declarant.

If the Declarant elects to exercise its option to repurchase, then the Declarant shall give notice to the Owner of its election within thirty (30) days of the failure to either commence or timely complete construction as hereinabove provided. Such notice shall be by certified mail, return receipt requested. Within thirty (30) days after the receipt of this notice, the Lot shall be conveyed to the Declarant by Special Warranty Deed, subject only to matters of record existing at the time of Declarant's conveyance of the Lot. At the time of closing, Declarant shall pay to the Owner failing to commence timely construction on a Lot an amount equal to the purchase price the Owner paid for the Lot, plus six percent (6%) simple interest per annum, calculated from the date of the closing of the sale to Owner, plus ad valorem property taxes paid by Owner on the Lot, prorated as of the date of closing. In the event Owner fails to complete construction of an approved Unit within twenty-four (24) months from the date of the closing of the purchase of the Lot (or within such longer period of time as may be permitted by Declarant in its sole discretion), Declarant shall pay to such Owner an amount equal to the purchase price the Owner paid for the Lot, plus six percent (6%) simple interest per annum, calculated from the date of the closing of the sale to Owner, plus the cost of all Improvements constructed on the Lot, plus ad valorem property taxes paid by Owner on the Lot, prorated as of the date of closing. The Owner shall be obligated to pay any additional interest or other charges to a construction lender as shall be required to satisfy an existing construction mortgage on the Lot and deliver good and marketable title to Declarant subject only to the matters set forth above. The Declarant shall pay the Owner in cash, or by a cashier's check drawn on a bank located in Broward County, Florida.

If the provision of this Section of this Declaration have been violated, and the Owner of the Lot fails to convey the Lot to the Declarant, the Declarant may enforce this Section by an action for specific performance. Upon a judgment being entered by a court of competent jurisdiction granting specific performance to the Declarant, the Owner shall immediately convey the Lot to the Declarant, subject only to matters of record existing at the time of Declarant's conveyance, and the payment terms shall be the same as detailed above. Should it be necessary for the Declarant to obtain a judgment for specific performance, the Lot Owner shall be liable for all costs in obtaining such judgment, including attorneys' fees.

The Declarant may assign its repurchase option with respect to any Lot to a third party or to the Association.

13. ARCHITECTURAL CONTROLS.

13.1. ARCHITECTURAL REVIEW BOARD. It is the intent of Declarant to create a general plan and uniform scheme of development of the Subject Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural, landscaping and the location of any proposed Improvements, whether for Lots or the Common Areas. The A.R.B. shall consist of three (3) members. Each member shall be either a member of the Association or an agent or employee of the Declarant. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning and other local governmental codes. The procedures and power of the A.R.B. shall be as set forth below.

13.1.1. No Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, including a surface water drainage plan showing existing and design grades and/or contours relating to the pre-determined ground floor finish elevation established by Declarant, shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B.

13.1.2 In the event the information submitted to the A.R.B. is in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

13.1.3. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and material of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

13.1.4. Except as otherwise provided hereinbelow with respect to the construction of Units, or as specifically excepted by the A.R.B., construction of all

Improvements for which the approval of the A.R.B. is required under this Declaration, shall be completed within the time period specified by the A.R.B.

13.1.5. The A.R.B. shall, in all cases, have the right to determine and designate building set back lines more or less stringent than set forth herein, necessary to conform to the general plan of the Subject Property, and in order to preserve the integrity of the Subject Property. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

13.1.6. Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Unit or Improvement shall be erected or shall be allowed to remain which violates any of the covenants, condition or restrictions contained in the Declaration, or which violates any zoning or building ordinance or regulation.

13.1.7. Prior to the occupancy of any Unit or Improvement constructed or erected on a Lot, the prospective occupants or the builder thereof shall obtain a Certificate of Occupancy from the A.R.B., certifying that the construction of the Unit or Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.B. The A.R.B. may, from time to time, delegate to a member or members of the A.R.B., the responsibility for issuing such Certificate of Occupancy.

13.1.8. There is specifically reserved unto the A.R.B. and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of any Lot for the purpose of determining whether any construction or any Improvement violates the terms of any approval by the A.R.B., the terms of this Declaration or any amendments hereto, or the terms of any other covenants, conditions and restrictions to which any deed or other instrument or conveyance make reference. If any Unit or Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Unit or Improvement to be removed or reconstructed to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or reconstruction, including all costs and attorneys' fees incurred by the Association, which costs and attorneys' fees may be

collected as an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Unit or Improvement or to remove any unapproved Unit or Improvement or otherwise enforce the provisions of this Declaration, the Association shall bear the costs thereof and shall be entitled to recovery of such costs, including, but not limited to, court costs, expenses and attorneys' fees of the A.R.B.; provided, however, that nothing provided herein shall be deemed to negate the Association's right to counsel and an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Lot a Certificate of Disapproval stating that the Unit or Improvements on the Lot fail to meet the various requirements of the A.R.B.

13.1.9. The A.R.B. is empowered to publish or modify, from time to time, design and development standards for the Subject Property, including, but not limited to the following:

- (1) Roof and roof design.
- (2) Fences, walls and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Signs and graphics, mail boxes, address numbers and exterior lights. (all of which must be uniform and consistent throughout the Property).
- (6) Building setbacks, side yards and related height, bulk and design criteria.
- (7) Pedestrian and bicycle ways, sidewalks (no asphalt or gravel must be concrete and must be four (4) feet wide and match up to the sidewalks on the adjoining Lots) and pathways.

13.1.10. The A.R.B. may grant variances from the requirements contained herein, or as elsewhere promulgated by the A.R.B., and from the restrictions and requirements set forth in this Declaration on a case by case basis: provided, however, that the variance sought is reasonable and does not impose an undue hardship upon other Owners and further provided that during any period the Declarant owns any portion of the Property, a variance shall not be effective without the written consent of the Declarant. The granting of such variance by the A.R.B.

shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth here on any other occasion.

13.1.11. Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant, including Improvements made or to be made to the Common Areas shall not be subject to the review of the A.R.B.

13.1.12. The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fee if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses required to be paid for the A.R.B. shall be deemed to be an Individual Assessment, enforceable against the Owner, and the Lot as provided hereinabove.

13.1.13. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner of any Lot or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot agrees, as do their successors and assign by acquiring title thereto or an interest therein or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the director or officers of the Association, the members of the A.R.B. or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Unit or Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

13.1.14. Upon the completion of the Unit or Improvements and final approval by the A.R.B., the Board of Directors shall, upon request by an applicant, issue a certificate certifying that the plans and specifications have been submitted to and approved in writing by the A.R.B.

14. SALE, RENTAL OR OTHER ALIENATION OR MORTGAGING OF UNITS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of a Lot by any member other than Declarant shall be subject to the following provisions, which provisions each Owner covenants to observe.

14.1. TRANSFER SUBJECT TO APPROVAL.

14.1.1. SALE OR LEASE. No Owner may dispose of any Lot or any interest in a Lot by sale or lease without written approval of the Association. Each Lot may be leased only (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months, except with the written approval of the Association.

14.1.2. GIFTS. If any Lot Owner shall acquire title by gift, the continuance of the ownership of the Lot shall be subject to the approval of the Association.

14.1.3. DEVISE OR INHERITANCE. If any Owner shall acquire title by devise or inheritance, the continuance or ownership of the Lot shall be subject to the approval of the Association, provided, however, that any spouse, or minor child then residing in the Unit, or any co-tenants of a deceased Owner shall be deemed automatically approved.

14.1.4. OTHER TRANSFERS. If any Owner shall acquire title by any manner not mentioned in the foregoing subsection the continuance of ownership of the Lot shall be subject to the approval of the Association.

14.1.5. CORPORATION, PARTNERSHIPS AND TRUSTS. Changes of beneficial ownership of a Lot through sale or acquisition of stock in a corporation, changes in rights in a partnership or trust shall constitute a transfer, and occupancy and continuance of ownership of the Lot shall be subject to the approval of the Association.

14.1.6. APPLICATION FORM AND FEE. All applications for approval of transfer shall be submitted to the Association on the form prescribed by the Association. A processing fee of One Hundred Dollars (\$100.00) may be charged to the transferor of the Lot which fee shall accompany the application. This fee may be increased or decreased at any time, in the discretion of the Association.

14.2. APPROVAL BY THE ASSOCIATION. The approval of the Association that is required for the transfer of ownership of a Lot and its powers and duties hereunder, except as specifically reserved to the Board of Directors, may be delegated to a committee consisting of no less than three (3) members. As used in this Section 14.2. and in Section 14.3., wherever the term "Association" is used it is deemed to include the words "or its designated committee". The required approval shall be obtained in the following manner:

14.2.1. NOTICE OF SALE OR LEASE. An Owner intending to make a bonafide sale or lease of his Lot, or any interest in it, shall give to the Association notice of

such intention, in writing, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser or lessee as the Association may reasonably require, together with an executed copy of the proposed sales contract or lease.

14.2.2. NOTICE OF GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS.

An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association notice of the acquisition of title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the individual's interest.

14.2.3. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership the Association shall proceed as if it has received the required notice on the date of such disapproval. The Association may deny the unauthorized owner, lessee, or occupant of a Lot the use of the Common Areas; and may take such other action at law and/or equity to divest the unauthorized owner, lessee or occupant of record title and/or possession of the Lot.

14.3. CERTIFICATES OF APPROVAL. Certificate of Approval shall be given in following manner:

14.3.1. SALES OR LEASE. If the proposed transaction is a sale or lease, then, within fourteen (14) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

14.3.2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then, within fourteen (14) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the ownership of his Lot; provided, however, that any spouse or minor children then residing in the Unit, or any co-tenant of a deceased Owner shall be deemed automatically approved. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

14.4. MORTGAGES. Each Owner must advise the Association of any mortgages on his Lot and provide the Association with the correct loan number, name, and address of the mortgagee.

14.5. ASSOCIATION'S RIGHT OF FIRST REFUSAL. If the Association or its designated committee denies an application for transfer of a Lot, the Association shall have the right of first refusal to purchase the Lot, in accordance with the terms of the proposed purchase and sale agreement. In the case of a gift, devise or inheritance or other transfer, this right of first refusal shall be exercised upon terms negotiated between the Association and the transferor; in such event and if such terms cannot be negotiated within thirty (30) days, the purchase price shall be determined in accordance with the existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Lot. A judgment of specific performance of the sale may be entered in any court of competent jurisdiction. The expense of the arbitration shall be equally shared by the transferor and the Association. The Association's right of first refusal shall be exercised, if at all, within the aforesaid thirty (30) day approval period. Anything herein contained to the contrary notwithstanding, in no event shall the Association be obligated to exercise its right of first refusal or to purchase any Lot.

14.8. EXCEPTIONS. The foregoing provision of this Declaration shall not apply to a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provision apply to a transfer, sale or lease by an Institutional Lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by the Declarant.

14.9. TRANSFER VOID. Any sale, lease, gift, devise, other transfer or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association, or its designated committee.

15. SPECIFIC USE RESTRICTIONS ON USE OF LOTS AND COMMON AREAS.

15.1. RESIDENTIAL USE. All Lots shall be used only as single family, private residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, except that the temporary use of Units for model homes and, construction and sales offices (temporary or permanent) to be used during the ordinary course of business may be approved by the A.R.B. or by separate written agreement of the Declarant.

15.2. OCCUPANCY OF LOTS. Whenever any Lot is owned or leased by a corporation, partnership, or trust, or other entity (other than Declarant), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least (10) days prior to closing, a particular married couple or individual who shall be entitled to use the Lot and to exercise the rights of a Member hereunder. Only the designated family or individual, their servants and guests may use the Lot. The right of occupancy or use of a Lot may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Lot, as approved by the Association in accordance with the terms set forth hereinbelow. The family or individual designated by the corporation, partnership, trust or other entity which shall occupy the Lot shall execute a written covenant in favor of the Association whereby the individual or the member of the family occupying the Lot shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Lot by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. Upon demand by the Association to any of the aforementioned Lot Owners to remove any party given permission to use a Lot by the corporation, partnership, trust or other entity because of a failure of such party using the Lot to comply with the terms and conditions of this Declaration or the rules and regulations of the Association, the Lot Owner shall forthwith cause such party occupying the Lot to be removed. In the event the Lot Owner fails to remove the party using the Lot, the Association, as agent of the Lot Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Lot Owner, and it shall reimburse the Association therefore, upon demand for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur in the removal.

15.3. NUISANCES. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subject Property. Without the prior written consent of the Board, nothing shall be

done or kept on any Lot or Common Area or any part thereof to increase the rate of insurance on the Subject Property or any part thereof, over what the Association, but for such activity, would pay.

15.4. BOATS. Boat mooring facilities, if any, on the lake shall be limited only to those which may be provided by the Association. No one other than the

Association shall be permitted to install docks or similar structures or to keep or moor boats on the lake. In no event shall motor powered boats be permitted, nor shall any boats be permitted to remain on any lawn or on Association or Common Areas adjacent to the lake.

15.5. RECREATIONAL AND COMMERCIAL VEHICLES. Except within a building which totally removes it from public view, no boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot. Notwithstanding the foregoing, service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any street.

15.6. TEMPORARY STRUCTURES. No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant, its successors or assigns, for development, construction or sale of the Subject Property. This restriction may also be waived by Declarant with respect to construction by builders, pursuant to separate written agreements.

15.7. INSURANCE. No Owner shall permit or suffer anything to be done or kept within his Lot, or make any use of the Common Areas, which will increase the rate of insurance on any portion of the Property.

15.8. UNSIGHTLY OR UNKEMPT CONDITIONS. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subject Property.

15.9. OUTSIDE DISPLAYS. No Owner, shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit, nor shall he place any furniture or equipment outside the improvements on his Lot, except with the prior written consent of the Association. This provision shall not apply to the Declarant, nor shall it prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Unit.

15.10. ANTENNAE. No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Property or the Common Areas (unless installed by Declarant or the Association), on any Lot or the exterior of any Unit, without the prior written approval of the Association. Wind- driven attic ventilators shall not be permitted. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, out of sight from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend in the roofing materials and are not seen from the front elevation.

15.11. MINIMUM SIZE OF DWELLING. A Unit shall have a minimum floor living area of 2,600 square feet; provided, however, the A.R.B. shall have the right to require a greater minimum floor area if the A.R.B. disapproves the design of a Unit. This square footage is to be air conditioned and is exclusive of garages, covered walls, open and/or screened porches or patios and pool areas. Square footage measurements shall be taken from inside exterior walls.

15.12. HEIGHT AND WIDTH OF DWELLING. No Unit shall be erected, constructed, or maintained on any Lot in excess of the local building code height restrictions. The height of the Unit shall be measured from the finished first floor grade to the highest point of the roof. All single story Units must be not less than seventy feet (70') in frontage and all two (2) story Units must be not less than fifty feet (50') in frontage facing the front of the Lot.

15.13. FOUNDATION OF UNIT. All Units shall be placed on a masonry foundation with the prior written approval of the A.R.B. and any and all necessary governmental approvals.

15.14. CLOTHESLINES. GARBAGE CANS. TANKS. WOODPILES. All clothesline, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, street, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and should not be allowed to accumulate thereon.

15.15. ELEVATION AND GRADE OF LOTS. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Lot beyond the platted Lot line, without the prior written consent of the A.R.B. No Lot abutting water shall be increased in size by filling in the water it abuts, without the prior written consent of the A.R.B. The grade at the Lot line separating two Lots shall not exceed twelve inches (12") above the crown of the street upon which the lots front. The slope of the grade perpendicular to such Lot line shall not exceed one-sixth (1/6).

15.16. UNIT GRAPHICS. The size and design for all signs, house numbering, outside posts, (including electric light posts) mailboxes and other such materials shall be selected by the A.R.B. and shall display continuity and conformity through the entire Subject Property.

15.17. REMOVAL OF TREES. In reviewing building plans, the A.R.B. shall take into account the natural landscaping such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the A.R.B. When such a tree is removed, the Owner will replace it with a similar tree acceptable to the A.R.B. on another portion of the Lot.

15.18. ACCESS TO LOTS. Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity such entrance shall not be deemed a trespass.

15.19. SETBACK REQUIREMENTS. The minimum setback requirements shall be those required by the Town of Davie, Florida, as further modified or required by the A.R.B. No structure of any kind, including fences in excess of four (4) feet high, shall be permitted in any building setback area, or on a property line except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided they are properly screened from view in a manner approved by the A.R.B.

15.20. ARTIFICIAL VEGETATION. No artificial grass, plant or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

15.21. GARAGES. No Unit shall be erected without providing an enclosure garage attached to the Unit. Garages for single-family Units shall be of sufficient size for not less than two and 1/2 (2-1/2) automobiles (not less than 25 feet wide). No open carports shall be constructed or maintained. All garages must be equipped with electric door openers, which must be maintained in good repair. Garage doors shall be kept closed at all times, except as necessary for ingress and egress into and out of the garage.

15.22. DRIVEWAYS. All driveways and parking areas shall have textured or feature paving constructed with materials approved by the A.R.B. (no asphalt nor gravel shall be allowed). Driveways may connect to streets at only two (2) points, and such connections shall blend into the street pavement. No curbside parking areas may be created by extending any portions of street pavement.

15.23. LAWNS, LANDSCAPING AND IRRIGATION.

(a) All lawns in front of all Lots shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed on any Lot except as approved on the original plans and specifications, or as subsequently approved in writing by the A.R.B. Upon the completion of any Unit, the lawn area on all sides of such Unit shall be completely sodded with grass, including swale areas adjacent to a Lot

which may be included in dedicated easements or rights-of-way, it being the intent that all completed Units shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed in accordance with the approved plan prior to the issuance of the Certificate of Occupancy for any Unit, unless a prior written waiver is obtained from the A.R.B. No alteration to completed landscaping may be made without the prior written approval by the A.R.B.

(b) Upon the sodding of a Lot, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a maximum of four inches (4") above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

15.24. SIGNS. Except in connection with development or sales of Lots by Declarant, its agents or assigns, no signs, advertisement or notices of any kind shall be displayed to the public view on any Lot; provided, however, that each Owner may display one (1) professionally designed and prepared "Open House" sign of not more than one (1) square foot, for the purpose of resale on Units only during advertised "open house" time periods unless prior written approval is obtained from the A.R.B.

15.25. EASEMENTS. With the exception only of Improvements installed by Declarant, no Unit or other Improvement, nor any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Lot to the front line of such Lot and in the rear of each Lot to the rear of such Lot.

15.26. MAINTENANCE OF LOTS. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all swale areas abutting Lots, whether or not such swale areas are a part of the Lot, shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growth). In the event an Owner fails to maintain his Lot, as aforesaid, the Association shall have the right, in its discretion, to mow, burn or clean any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Subject Property; provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice causes the subject work to be done, then, and in that event the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be

effective, have priority and be enforced pursuant to the procedure set forth in this Declaration.

15.27. REFUSE CONTAINERS AND STORAGE TANKS. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a walled-in area, so they are not visible from the street or from adjoining Lots. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in area so they shall not be visible from the street or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lot.

15.28. WALLS AND HEDGES. No boundary wall, fence or hedge having a height of more than four (4) feet shall be built or maintained on any Lot within the setback lines. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fence shall not be erected or maintained at any time upon any Lot (except that such fences may be temporarily permitted during construction of Improvements on a Lot, provided that such fences are immediately removed at the Owner's expenses upon completion of such construction).

15.29. STORAGE FACILITIES. TOOL SHEDS, GARDEN HOUSES AND GARAGES. All storage facilities, tool sheds, garden houses, garages and other similar Improvements approved by the A.R.B. shall be attached to the Unit so that such Improvements and the Unit constitute a single structure.

15.30. POOLS. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B. which include, but are not limited to, the following:

- (a) Composition shall be of material thoroughly tested and accepted by the industry for such construction.
- (b) Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge coping of an open swimming pool shall be as set by the A.R.B. The rear yard setback for patio and terrace slabs and wooden pool decks shall be as set by the A.R.B.
- (c) Swimming pools shall not be constructed or erected above ground.
- (d) If one (1) Owner elects to purchase two (2) adjoining Lots and use one (1) for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping on both the front and side as required by the A.R.B. It shall be the intent of the A.R.B. to screen any such use from the public view.

15.31. ROOFS. The following roof styles and material shall not be permitted; asphalt composition shingles; cedar shakes; fiber glass panels; tin sheeting; any materials that are

other than earthtone, unless approved by the A.R.B. (all concrete roof tile must be colored and not the natural color of the base cement out of which it is constructed). The minimum roof pitch generally required for each Unit shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the A.R.B. for designs found by the A.R.B. to be of exceptional merit.

15.32. UTILITIES. The central water and sewage system servicing the Subject Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and his sewer line to the sewage collection line serving his Lot and shall pay all connection charges and impact fees which have not been paid by the Declarant and/or are not the obligation of Declarant pursuant to an Owner's Purchase Agreement. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot.

15.33. SECURITY SYSTEM AND CABLE TELEVISION REQUIREMENTS. Declarant and/or the Association has the exclusive option to install a central security system. If such system is installed, each Unit of Emerald Springs Homes of Davie, shall be required to prewire for the central security system and to tie in when the central system is operational. Each Owner shall pay a monthly prorate share of the cost of the central security system. Additionally, the Declarant and/or the Association, shall have the right to enter into contracts for the exclusive provision of cable television (CATV) service upon such terms as the Declarant and/or the Association shall deem, in its sole discretion, to be in the best interest of the Association and all Owners within the Property. The Agreement shall provide that basic CATV services shall be mandatory for all Owners within the Properties.

15.34. OPTIONAL SECURITY SYSTEM. It is not the intent of the A.R.B. to limit the security systems within the Units of Emerald Springs Homes of Davie to the basic security systems.

15.35. BICYCLES. Bicycles shall be stored only within each Unit and are not to be left on the Common Areas.

15.36. ADDITIONAL PROTECTIVE COVENANTS. Declarant may include in any contract or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

15.37. RULES AND REGULATION. No person shall use the Common Areas, or any Lot, in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

15.38. INDEMNIFICATION. Any loss or damage incurred by the Association by breach of any restriction herein shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner. The Association may obtain recovery against such Owner in the same manner as the collectable and enforceable Assessments.

15.39. BUSINESS USE. No trade or business may be conducted in or from any Lot unless prior written approval of A.R.B. is obtained. However, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties.

15.40. USE OF COMMON AREAS. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Common Area. Except for the right of ingress and egress, the Owners of Lots may use the property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

15.41. LIGHTING. Except for seasonal holiday decorative lights, all exterior lights must be approved in accordance with this Declaration.

15.42. SUBDIVISION. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots prior to conveyance of such Lot or Lots by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

15.43. FIREARMS. The use of firearms within the Subject Property is prohibited. The term firearms includes BB guns, pellet guns, and other firearms of all types, regardless of size.

15.44. DRAINAGE. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Subject Property for the purpose of altering drainage and water flows.

15.45. SIGHT DISTANCE AT INTERSECTION. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

15.46. AIR CONDITIONING UNITS. No window air conditioning units may be installed on any Lot.

15.47. EXTERIOR SCULPTURE AND SIMILAR ITEMS. Exterior sculpture, fountains, flags, and similar items must be approved in advance by the A.R.B.

15.48. LAKES WATER BODIES AND WETLANDS. All lakes, ponds, and streams within the Subject Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, motorized boating, playing, or use of personal flotation devices, shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams, or ponds, nor attached to the shoreline or banks thereof. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the use of lakes, ponds, or streams within the Subject Property. Nothing shall be done which disturbs or potentially disturbs wetlands within the Subject Property in any manner. No dredging or filling shall be undertaken on any property adjacent to any water body or wetland.

15.49. ON SITE FUEL STORAGE. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Subject Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

15.50. PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Subject Property, except that dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. No Pit Bull Terriers, including without limitation Staffordshire Bull Terriers and American Staffordshire Terriers, may be raised, bred, kept or maintained on the Subject Property under any circumstances, nor shall any breed of horse be kept nor ridden on or in any area of any Lot or the Subject Property.

Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on any portion of the Common Area, nor shall pets be kept tied to any structure outside the Lot. The keeping of pets and their Ingress and egress upon the Common Areas shall be subject to such rules and regulations as may be issued by the Board of Directors. Pets shall not be walked on the Common Areas, except for the purpose of ingress and egress to the Lots before and after walking the pet outside the boundary of the Property. Pets shall be on a leash at all times when outside a Lot. No pet shall be permitted to urinate or defecate on any portion of the Common Areas, or on any other Lot, and the Owner of such pet shall immediately remove feces left upon the Common Areas by his or her pet.

If an Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the Common Areas. Any pet which endangers the health of any Owner or occupant of a Lot or which creates a nuisance or any unreasonable disturbance or is not common household pet,

as may be determined in the sole discretion of the Board, must be permanently removed from the Lot upon seven (7) days' written notice by the Board.

15.51. DECLARANT'S RESERVED EASEMENT. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successor and assigns a non-exclusive perpetual right, privilege and easement with respect to the Subject Property for the benefit of Declarant, its successor, and assigns, over, under, in, and/or on the Subject Property, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair replacement, use and enjoyment, and/or otherwise dealing with the Subject Property. The reserved easement shall constitute a burden on the title to the Subject Property and specifically includes, but is not limited to:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Subject Property, and the right to tie into any portion of the Subject Property with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Subject Property; and

(b) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to construction on the Subject Property, or sale of Lots by Declarant.

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any portion of the property, including, without limitation, the Lots or Common Areas, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege, or easement by express reference thereto. This Section may not be amended without the written consent of Declarant.

15.52. RULES AND REGULATIONS. The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Lots and Common Areas, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association.

15.53. OCCUPANTS BOUND. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of

Owners and which provide for sanctions against Owners shall also apply to all occupants of a Lot.

15.54. NO PARTITION. Except as is permitted in the Declaration or Amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the properties or any part thereof seek any such judicial partition. This shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

15.55. ENFORCEMENT. Notwithstanding anything to the contrary stated in this Declaration, Declarant shall have the right during the Development Period to enforce the terms of this Declaration. If any person or association shall violate or attempt to violate any covenant contained herein any Lot Owner, Unit Owner, or the Association acting on behalf of its Members, shall first send by certified mail, return receipt requested, to any person and/or association who may be violating this Declaration a letter setting forth the violation and stating the steps to be taken to cure the violation. If any such person or association should fail to cure the alleged violation set forth in the above letter within thirty (30) days after the receipt thereof by the recipient, then the complaining Owner or Association may bring a suit at law or at equity against such person violating the covenants of this Declaration to prevent or abate any violation of the covenants of this Declaration or to recover damages for the violation of same. In any such proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees. Violation of any restrictions shall give the Association having jurisdiction over any Lot the right to enter upon any Lot or any Unit over which it has jurisdiction and as to which the violation exists, or similarly to abate and remove, at the expense of the Lot Owner or Unit Owner, as the case may be, any construction, thing or condition which may be contrary to the provisions hereof. Failure of any association or any owner to object to any violation or to enforce any restriction contained herein shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

16. DURATION. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration effected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the members of the Association present or represented by proxy at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless recorded in accordance with Florida law. Every purchaser or grantee of any interest in any real property subject to this Declaration, by

acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

17. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant; (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

All amendments to this Declaration shall become effective upon recordation in the Broward County, Florida records, unless a later effective date is specified therein.

18. INDEMNIFICATION. To the extent permitted by Florida law, the Association shall indemnify every officer and director against any and all expense, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

19. EASEMENTS FOR UTILITIES. There is hereby reserved to the Association blanket easements upon, across, above, and under all property within the Subject Property for access,

ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Subject Property or any portion thereof, including, but not limited to, gas, water sanitary sewer, telephone, and electricity, as well as storm drainage and any other service, cable television system, or security system which the Association might decide to have installed to serve the Subject Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

20. EASEMENTS OF ENCROACHMENT. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Areas adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Areas or as between each Lot and the adjacent portion of the Common Areas or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and unknowing conduct on the part of an Owner, tenant or the Association.

21. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

22. SEVERABILITY. Invalidation of any one of the covenants of restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

23. CAPTIONS. The captions of each paragraph and sentence hereof, as to the contents of each paragraph and sentence, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular paragraph and sentence to which they refer.

24. PERPETUITIES. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or violable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

25. LITIGATION. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of one hundred (100%) percent of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association, in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

26. USE OF THE TERM EMERALD SPRINGS HOMES OF DAVIE. No person shall use the term Emerald Springs Homes of Davie or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term Emerald Springs Homes of Davie in printed or promotional matter where such term is used solely to specify that particular property is located within the Subject Property.

27. SPECIAL FUNCTIONS. Upon prior approval of the Board of Directors, guests and business invitees of Owners may be permitted to park their vehicles on the roadway within the Subject Property at reasonable times before, during, and after special functions.

28. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Subject Property designed to make the Subject Property safer than it otherwise might be. NEITHER THE ASSOCIATION, NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBJECT PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, SECURITY SYSTEM, OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE BOARD MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION, SECURITY SYSTEMS, OR BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHER WISE NOR THAT FIRE PROTECTION, SECURITY SYSTEMS OR BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT GUEST OR INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES ARE NOT INSURERS, THAT AND EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER

ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATION OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLAR ALARM AND/OR SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBJECT PROPERTY.

29. DECLARANT'S RIGHTS. Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Broward County, Florida.

Notwithstanding any provision contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant or any builder approved by Declarant to maintain and to carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to construction or to the sale of such Lots, including, but not limited to, business offices, signs, and sales offices, and the Declarant and any builder approved by Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots owned by the Declarant.

So long as Declarant continues to have rights under this Declaration, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Subject Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result In such declaration of covenants, conditions and restriction, or similar Instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant,

This Section 29, DECLARANT'S RIGHTS, may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of: (a) thirty (30) years from the date this Declaration is recorded; or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

30. ASSIGNMENT. Any or all of the rights, power and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assign shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligation herein contained; and such assignee or transferee shall thereupon have the same

rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all responsibility hereunder.

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

32. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

33. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, this Declaration has been duly executed:

The president and secretary of Emerald Springs Homes of Davie Homeowners' Association, Inc. have executed this Declaration on this 2nd day of May, 2025.

**** SIGNATURE PAGE FOLLOWS ****

Signed and delivered in our presence.

[Signature]
Witness Name: Robert N. Cook

Armando de la Cruz
By: [Signature]
As President of Emerald Springs
Homes of Davie Homeowners'
Association, Inc.

[Signature]
Witness Name: Alvaro Pena

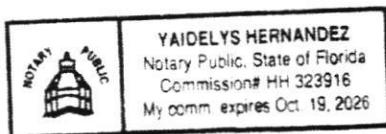
[Signature]
Witness Name: Robert N. Cook.

PAUL BERRYMAN
By: [Signature]
As Secretary of Emerald Springs
Homes of Davie Homeowners'
Association, Inc.

[Signature]
Witness Name: Alvaro Pena

State of Florida;
County of Broward;

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this 2nd day of May, 2025, by Armando de la Cruz, as president and PAUL BERRYMAN, as secretary, of Emerald Springs Homes of Davie Homeowners' Association, Inc., who are personally known or produced Florida Drivers license, as valid identification under Florida law.



Yaidelys Hernandez
NOTARY PUBLIC

My Commission Expires: Oct 19, 2026

EXHIBIT "A"

All of EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof recorded in Plat Blook 149, at Page 48, of the Public Records of Broward County, Florida. Said lands situate lying being in the Town of Davie, Broward County, Florida.

Attachment "A"

Declaration for Emerald Springs Homes of Davie

The Declaration attached as Attachment "A" is the revitalized Declaration of Covenants and Restrictions for Emerald Springs Homes of Davie

Exhibit "A"

LEGAL DESCRIPTIONS

The Parcels subject to the governing documents and name of record parcel owners at the time documents are submitted to parcel owners for vote to revitalize.

EXHIBIT "A"

All of EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof recorded in Plat Blook 149, at Page 48, of the Public Records of Broward County, Florida. Said lands situate lying being in the Town of Davie, Broward County, Florida.

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

PROPERTIES SUBJECT TO REVITALIZED USE AND BUILDING RESTRICTIONS
RECORDED IN OFFICIAL RECORDS
BOOK 23047, PAGE 619 OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA

1. Address: 2320 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 1
Long Legal Description: Lot 1, EMERALD SPRINGS HOMES OF DAVIE, according to the map or plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): SCHOR, ELLIOT & JANELLE
Mailing Address: 2320 SW 131 TER, DAVIE, FL 33325-5136
2. Address: 2350 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 2
Long Legal Description: Lot 2, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): HERNANDEZ-TRUJILLO, VIVIAN
Mailing Address: 2350 SW 131 TER, DAVIE, FL 33325
3. Address: 2370 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 3
Long Legal Description: Lot 3, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PAPSTAVROS, ARISTOTLE D & PAPSTAVROS, ARGYROULA C
Mailing Address: 2370 SW 131 TER, DAVIE, FL 33325-5136
4. Address: 2400 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 4
Long Legal Description: Lot 4, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): CROSS, LINDA & BARNES, KAITLIN E & LEE
Mailing Address: 2400 SW 131 TER, DAVIE, FL 33325
5. Address: 2420 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 5
Long Legal Description: Lot 5, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BRECHER, DAVID & NICOLE
Mailing Address: 2420 SW 131 TER, DAVIE, FL 33325-5135
6. Address: 2450 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 6

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

- Long Legal Description: Lot 6, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): SEVIGNY, PATRICK
Mailing Address: 2450 SW 131 TER, DAVIE, FL 33325
7. Address: 2470 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 7
Long Legal Description: Lot 7, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): TAM, ROSA EST
Mailing Address: 2470 SW 131 TER, DAVIE, FL 33325-5135
8. Address: 2500 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 8
Long Legal Description: Lot 8, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): RICE, KATHRYN M & LAWRENCE R II
Mailing Address: 2500 SW 131 TER, DAVIE, FL 33325
9. Address: 13004 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 9
Long Legal Description: Lot 9, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PEAN, PIERRE E & ENA JACQUES
Mailing Address: 13004 SW 25 PL, DAVIE, FL 33325
10. Address: 13054 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 10
Long Legal Description: Lot 10, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): LEE, THOMAS G & LEE, TERESA A
Mailing Address: 13054 SW 25 PL, DAVIE, FL 33325
11. Address: 13104 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 11
Long Legal Description: Lot 11, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PAPER, ANDREW G & MELISSA L
Mailing Address: 13104 SW 25 PL, DAVIE, FL 33325
12. Address: 13154 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 12

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Long Legal Description: Lot 12, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): BERHANE, TSEGAI B & MEHRET
Mailing Address: 13154 SW 25 PL, DAVIE, FL 33325-5132

13. Address: 13204 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 13
Long Legal Description: Lot 13, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): DIAZ, JOSEPH & PAPASTAVROS, VASSILIKI
Mailing Address: 13204 SW 25 PL, DAVIE, FL 33325-5131
14. Address: 13253 SW 25 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 14
Long Legal Description: Lot 14, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): TSEIKHIN, REGINA & REGINA TSEIKHIN TR
Mailing Address: 13253 SW 25 PL, DAVIE, FL 33325
15. Address: 2473 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 15
Long Legal Description: Lot 15, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BERTAMINI, KIERSTEN & ZACHARY
Mailing Address: 2473 SW 132 WAY, DAVIE, FL 33325
16. Address: 2453 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 16
Long Legal Description: Lot 16, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): MALETTE, HENRY & MARIE
Mailing Address: 2453 SW 132 WAY, DAVIE, FL 33325-5129
17. Address: 2423 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 17
Long Legal Description: Lot 17, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): TEN, ZOBEIDA & WONG, JESUS TEN
Mailing Address: 2423 SW 132 WAY, DAVIE, FL 33325
18. Address: 2403 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 18

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
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Long Legal Description: Lot 18, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): SIUDMAK, ROBERT C & MENASCHE, FRIEDA

Mailing Address: 2403 SW 132 WAY, DAVIE, FL 33325

19. Address: 2373 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 19
Long Legal Description: Lot 19, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): WILSON, PRESTON JAMES RICHARD IV
MAILING ADDRESS: 4208 SIX FORKS ROAD SUITE 1700, RALEIGH, NC 276609
20. Address: 2353 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 20
Long Legal Description: Lot 20, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BULNES, JAASIEL ISAI & ROLLO, ROSSANA OLGA
Mailing Address: 2353 SW 132 WAY, DAVIE, FL 33325
21. Address: 2323 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 21
Long Legal Description: Lot 21, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): NGUYEN, JOHN T
Mailing Address: 2323 SW 132 WAY, DAVIE, FL 33325
22. Address: 2303 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 22
Long Legal Description: Lot 22, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): VILLAVICENCIO, MARCO
Mailing Address: 2303 SW 132 WAY, DAVIE, FL 33325
23. Address: 2273 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 23
Long Legal Description: Lot 23, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BRODY, JONATHAN MARC & TAMMY
Mailing Address: 2273 SW 132 WAY, DAVIE, FL 33325
24. Address: 2253 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 24

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

- Long Legal Description: Lot 24, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): WALACH, ELAD & WALACH, ROTEM
Mailing Address: 2253 SW 132 WAY, DAVIE, FL 33325
25. Address: 2223 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 25
Long Legal Description: Lot 25, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): ALEXANDER, MATTHEW CHARLES
Mailing Address: 2223 SW 132 WAY, DAVIE, FL 33325
26. Address: 2203 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 26
Long Legal Description: Lot 26, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BOJORQUEZ MARIN, MARIA
Mailing Address: 2203 SW 132 WAY, DAVIE, FL 33325-5127
27. Address: 2173 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 27
Long Legal Description: Lot 27, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): CHANG, STEPHEN D & NOVIA K
Mailing Address: 2173 SW 132 WAY, DAVIE, FL 33325
28. Address: 2153 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 28
Long Legal Description: Lot 28, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): KAPLAN, BARBARA & ELIAS
Mailing Address: 2153 SW 132 WAY, DAVIE, FL 33325
29. Address: 2123 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 29
Long Legal Description: Lot 29, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): NAFT, NOEMIE S
Mailing Address: 2123 SW 132 WAY, DAVIE, FL 33325
30. Address: 2103 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 30

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Long Legal Description: Lot 30, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): KHAN, FEROS

Mailing Address: 2103 SW 132 WAY, DAVIE, FL 33325

31. Address: 13251 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 31
Long Legal Description: Lot 31, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BENJAMIN, MIRIAM & BENJAMIN, TRAVIS
Mailing Address: 13251 SW 21 PL, DAVIE, FL 33325
32. Address: 13201 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 32
Long Legal Description: Lot 32, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): HINCAPIE, OSCAR & MCGRAIL-HINCAPIE, CATHERINE
Mailing Address: 13201 SW 21 PL, DAVIE, FL 33325
33. Address: 13151 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 33
Long Legal Description: Lot 33, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): WOVIOTIS, ALEXANDER & PATRICIA
Mailing Address: 13151 SW 21 PL, DAVIE, FL 33325
34. Address: 13101 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 34
Long Legal Description: Lot 34, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BLEWS, KATHLEEN L
Mailing Address: 13101 SW 21 PL, DAVIE, FL 33325-5124
35. Address: 13051 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 35
Long Legal Description: Lot 35, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PHIPPS, BRIAN & PATRICIA
Mailing Address: 13051 SW 21 PL, DAVIE, FL 33325
36. Address: 13001 SW 21 PL, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 36

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Long Legal Description: Lot 36, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): FREEDMAN, JARRET & MARCY

Mailing Address: 13001 SW 21 PL, DAVIE, FL 33325

37. Address: 2100 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 37

Long Legal Description: Lot 37, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): WEBB, JAMES & FAIRBROTHER, LISA MARIE

Mailing Address: 2100 SW 131 TER, DAVIE, FL 33325

38. Address: 2120 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 38

Long Legal Description: Lot 38, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): RUIZ, LIZA MARIE & SCARANO, JOSEPH L

Mailing Address: 2120 SW 131 TER, DAVIE, FL 33325

39. Address: 2150 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 39

Long Legal Description: Lot 39, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): KEIR, BRUCE M & PATRICIA W

Mailing Address: 2150 SW 131 TER, DAVIE, FL 33325-5122

40. Address: 2170 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 40

Long Legal Description: Lot 40, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): TSUDEK, RUSLAN & FAREENA B

Mailing Address: 2170 SW 131 TER, DAVIE, FL 33325

41. Address: 2200 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 41

Long Legal Description: Lot 41, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): CAPRARA, DARREN J & JENNIFER L

Mailing Address: 2200 SW 131 TER, DAVIE, FL 33325

42. Address: 2220 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 42

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Long Legal Description: Lot 42, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): RUPP, GREGORY & TACY

Mailing Address: 2220 SW 131 TER, DAVIE, FL 33325-5112

43. Address: 2270 SW 131 TER, DAVIE, FL 33325

Short Legal Description: EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 43

Long Legal Description: Lot 43, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): VALLEJO, JORGE M & SELEM-VALLEJO, LOURDES

Mailing Address: 2270 SW 131 TER, DAVIE, FL 33325

44. Address: 2300 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 44

Long Legal Description: Lot 44, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): COOK, ROBERT NOEL & DE LA CRUZ, ARMANDO JR

Mailing Address: 2300 SW 131 TER, DAVIE, FL 33325-5100

45. Address: 2431 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 45

Long Legal Description: Lot 45, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): GLANTZ, DANIEL & DANIEL GLANTZ REV TR

Mailing Address: 2431 SW 131 TER, DAVIE, FL 33325-5139

46. Address: 2461 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 46

Long Legal Description: Lot 46, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): NUNEZ, ROLANDO & ALINA

Mailing Address: 2461 SW 131 TER, DAVIE, FL 33325-5139

47. Address: 13103 SW 25 PL, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 47

Long Legal Description: Lot 47, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): DIAZ, ADAM & DIAZ, SHEENA

Mailing Address: 13103 SW 25 PL, DAVIE, FL 33325

48. Address: 13153 SW 25 PL, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 48

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

- Long Legal Description: Lot 48, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): MADISON, SAMUEL JR & SASKIA W
Mailing Address: 13153 SW 25 PL DAVIE FL 33325
49. Address: 2462 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 49
Long Legal Description: Lot 49, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): DIAZ, DANIEL & MICHELLE MARIE
Mailing Address: 2462 SW 132 WAY, DAVIE, FL 33325
50. Address: 2432 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 50
Long Legal Description: Lot 50, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BRUNSCHWIG, JEREMIE
Mailing Address: 2432 SW 132 WAY, DAVIE, FL 33325
51. Address: 2402 SW 132 WAY, DAVIE, FL 33325-5141
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 51
Long Legal Description: Lot 51, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): MAYER, CRAIG A & PAULA J
Mailing Address: 2402 SW 132 WAY, DAVIE, FL 33325-5141
52. Address: 2372 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 52
Long Legal Description: Lot 52, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): MOUNAYYER, SALEM TRSTEE OF THE RIO TRUST
Mailing Address: 6463 SW 162 AVE, MIAMI, FL 33193
53. Address: 2342 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 53
Long Legal Description: Lot 53, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): DESROULEAUX, ALEXANDRA & DIDIER
Mailing Address: 2342 SW 132 WAY, DAVIE, FL 33325
54. Address: 2312 SW 132 WAY, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 54

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Long Legal Description: Lot 54, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): MOLINA, REYNALDO JAVIER & OTILIA

Mailing Address: 2312 SW 132 WAY, DAVIE, FL 33325

55. Address: 2282 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 55

Long Legal Description: Lot 55, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): VILLAVICENCIO, MARCO & VILLAVICENCIO, MARLENE

Mailing Address: 2282 SW 132 WAY, DAVIE, FL 33325-5143

56. Address: 2252 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 56

Long Legal Description: Lot 56, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): DOLBERG, MICHAEL E & MEREDITH S

Mailing Address: 2252 SW 132 WAY, DAVIE, FL 33325

57. Address: 2222 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 57

Long Legal Description: Lot 57, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): COHEN, ENRIQUE & LUANNE

Mailing Address: 2222 SW 132 WAY, DAVIE, FL 33325

58. Address: 2192 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 58

Long Legal Description: Lot 58, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): SMITH, ROBERT

Mailing Address: 2192 SW 132 WAY, DAVIE, FL 33325

59. Address: 2162 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 59

Long Legal Description: Lot 59, EMERALD SPRINGS HOMES OF DAVIE, A SUBDIVISION, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): HUI, TIN WAI

Mailing Address: 19284 S GARDENIA AVE, WESTON, FL 33332-4404 AND 313 NE 211TH TERRACE, NORTH MIAMI, FL 33179

60. Address: 2132 SW 132 WAY, DAVIE, FL 33325

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 60
Long Legal Description: Lot 60, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): NOH, YONG A & YUN SEOK

Mailing Address: 3345 FAIRWAY BEND DRIVE, DACULA, GA30019

61. Address: 2102 SW 132 WAY, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 61

Long Legal Description: Lot 61, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): DO WELL LLC

Mailing Address: 3530 WILLOW TREE TRACE, DECATUR, GA 30034

62. Address: 13152 SW 21 PL, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 62

Long Legal Description: Lot 62, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): RAJARAMAN, BABU & SIVALINGAM, SUGANYA

Mailing Address: 13152 SW 21 PL, DAVIE, FL 33325

63. Address: 13102 SW 21 PL, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 63

Long Legal Description: Lot 63, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): BERG, PETER & BERG, CAREN

Mailing Address: 13102 SW 21 PL, DAVIE, FL 33325-5145

64. Address: 2101 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 64

Long Legal Description: Lot 64, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): NASSOR, DONNA

Mailing Address: 2101 SW 131 TER, DAVIE, FL 33325

65. Address: 2131 SW 131 TER, DAVIE, FL 33325

Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 65

Long Legal Description: Lot 65, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.

Property Owner(s): RANGAMANI, VENKATARAMAN & VENKATARAMAN,
HEMALATHA

Mailing Address: 2131 SW 131 TER, DAVIE, FL 33325

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

66. Address: 2161 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 66
Long Legal Description: Lot 66, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): O'DONNELL, NANETTE SHALOM WEALTH MANAGEMENT TR
Mailing Address: 2161 SW 131 TER, DAVIE, FL 33325
67. Address: 2191 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 67
Long Legal Description: Lot 67, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): ANCONA, MICHAEL J & KAREN D
Mailing Address: 2191 SW 131 TER, DAVIE, FL 33325-5146
68. Address: 2221 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 68
Long Legal Description: Lot 68, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): RAVI, AMAR & VIDHYA P
Mailing Address: 2221 SW 131 TER, DAVIE, FL 33325-5137
69. Address: 2251 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 69
Long Legal Description: Lot 69, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): KYLE, JOHN N II & BRUNI, KRISTINA C
Mailing Address: 2251 SW 131 TER, DAVIE, FL 33325
70. Address: 2281 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 70
Long Legal Description: Lot 70, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PATEL, VINODBHAI B & PATEL, DAKSHABEN
Mailing Address: 2281 SW 131 TER, DAVIE, FL 33325
71. Address: 2311 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 71
Long Legal Description: Lot 71, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): BERRYMAN, PAUL R
Mailing Address: 2311 SW 131 TER, DAVIE, FL 33325

EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC.
A Not-for-profit Corporation

72. Address: 2341 SW 131 TER, DAVIE, FL 33325-5138
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 72
Long Legal Description: Lot 72, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): SANDRA SHER REV LIV TR
Mailing Address: 2341 SW 131 TER, DAVIE, FL 33325-5138
73. Address: 2371 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 73
Long Legal Description: Lot 73, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): EDDY, BERNADIN
Mailing Address: 2371 SW 131 TER, DAVIE, FL 33325
74. Address: 2401 SW 131 TER, DAVIE, FL 33325
Short Legal Description EMERALD SPRINGS HOMES OF DAVIE 149-48 B LOT 74
Long Legal Description: Lot 74, EMERALD SPRINGS HOMES OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, page 48, Public Records of Broward County, Florida.
Property Owner(s): PARKS, CRYSTAL & TRACY
Mailing Address: 2401 SW 131 TER, DAVIE, FL 33325

EMERALD SPRINGS HOMES OF DAVIE

A REPLAT OF A PORTION OF BLOCK 2, VAN KIRK GROVE (15-45 B.C.R.) IN SEC. 14 TOWNSHIP 30 SOUTH, RANGE 40 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

OR Book 18010 pg 697

TOWN COUNCIL:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE TOWN COUNCIL OF DAVIE, BROWARD COUNTY, FLORIDA BY RESOLUTION ADOPTED THIS 15th DAY OF FEBRUARY, 1990.

John G. Galt Mayor
John G. Galt Mayor

TOWN PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE TOWN PLANNING AND ZONING BOARD OF DAVIE, BROWARD COUNTY, FLORIDA, HAS APPROVED THIS PLAT.

D.W. 3/28/90 BY *John G. Galt* Chairman

DEVELOPMENT SERVICES DEPARTMENT:

THIS IS TO CERTIFY THAT THE DEVELOPMENT SERVICES DEPARTMENT OF THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, HAS APPROVED AND ACCEPTED THIS PLAT.

D.W. 10-1-90 BY *John G. Galt* Director

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS CONFORMANCE WITH REGULATIONS OF RIGHTS OF WAY FOR HIGHWAYS.

THIS 10th DAY OF FEBRUARY, 1990 BY *John G. Galt* Chairman

THIS PLAT COMPLETES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE WORK PLAN AND IS APPROVED AND ACCEPTED FOR RECORD THIS 15th DAY OF FEBRUARY, 1990.

BY *John G. Galt* Chairman

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

D.W. 10-2-90 BY *John G. Galt* Director

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

D.W. 10-2-90 BY *John G. Galt* Director

CENTRAL BROWARD DRAINAGE DISTRICT:

THIS PLAT IS APPROVED BY THE CENTRAL BROWARD DRAINAGE DISTRICT THIS 15th DAY OF FEBRUARY, 1990.

D.W. 10-2-90 BY *John G. Galt* Chairman

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:

THIS INSTRUMENT HAS BEEN FILED FOR RECORD ON THE 15th DAY OF FEBRUARY, 1990 AND RECORDED IN PLAT BOOK 149 PAGE 47.

ATTEST COUNTY ADMINISTRATOR & JACK OSTROMBYLTY



PREPARED BY: ASSOCIATED ENGINEERS AND SURVEYORS, INC.

STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING
5450 GRIFFIN ROAD, DAVIE, FLORIDA 33314 TEL. 564-6300

PROJECT NO. 89-29 DATE: JANUARY 1990

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:

THIS IS TO CERTIFY THAT THIS PLAT COMPLETES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 15th DAY OF FEBRUARY, 1990.

ATTEST COUNTY ADMINISTRATOR & JACK OSTROMBYLTY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBMITTED AND PLATED UNDER OUR RESPONSIBLE SUPERVISION AND SUPERVISION. THAT THE SURVEY DATA SHOWS CONFORMANCE TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE RECORDS OF CHAPTER 217, FLORIDA ADMINISTRATIVE CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.) WERE SET IN ACCORDANCE WITH SECTION 177.081 OF SAID CHAPTER 177. THE MONUMENTS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC SURVEY (NAD 83) IN CONFORMANCE WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER CONTROL SURVEYING.

D.W. JANUARY 22, 1990 BY *John G. Galt* Chairman

MORTGAGE APPROVAL:

I KNOW ALL MEN BY THESE PRESENTS THAT FIRST UNION MORTGAGE CORPORATION, A NORTH CAROLINA CORPORATION, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 18010, PAGE 697, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO THE MAKING AND FILING OF THE ATTACHED DISPOSITION.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED BY MESELF AS ASSISTANT VICE PRESIDENT OF FIRST UNION MORTGAGE CORPORATION, OWNER AND ITS SEAL TO BE HEREIN AFFIXED AND ATTESTED THIS 15th DAY OF FEBRUARY, A.D. 1990.

BY *John G. Galt* ASSISTANT VICE PRESIDENT

BY *John G. Galt* ASSISTANT VICE PRESIDENT

MORTGAGE ACKNOWLEDGEMENT:

I HEREBY CERTIFY THAT ON THIS DAY I PERSONALLY APPEARED BEFORE ME AS THE OWNER OF THE PROPERTY AND EXECUTED THE MORTGAGE APPROVAL HEREOF AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR PURPOSES EXPRESSED THEREIN WRITTEN BY HIM AND OFFICIAL SEAL THIS 15th DAY OF FEBRUARY, 1990.

BY COMMISSIONER *John G. Galt*

BY *John G. Galt* ASSISTANT VICE PRESIDENT

DESCRIPTION:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 40 EAST BROWARD COUNTY, FLORIDA, A.V.P. THE SOUTH 1/2 OF BLOCK 2 OF VAN KIRK GROVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS CONTAINING 74.17 ACRES MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT EMERALD SPRINGS HOMES OF DAVIE, INC., A FLORIDA CORPORATION, OWNER OF LANDS BROWARD AND BROWARD-HENRY-AS BEING INCLUDED WITH THIS PLAT, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED IN THE MANNER SHOWN HEREOF TO BE KNOWN AS EMERALD SPRINGS HOMES OF DAVIE, A REPLAT OF A PORTION OF BLOCK 2, VAN KIRK GROVE (15-45 B.C.R.) IN SEC. 14 TOWNSHIP 30 SOUTH, RANGE 40 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. THE ROAD RIGHT OF WAY BROWN HENRY IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. IN THE EVENT THE BROWN HENRY, LANE & LAND ACCESS EASEMENT & THE MAINTENANCE EASEMENT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. THE LAND ACCESS EASEMENT MAY NOT BE RESTRICTED BY ANY OTHER INSTRUMENTS THAT WOULD RESTRICT ACCESS FOR LAKE MAINTENANCE, FLOODING, IS HEREBY DEDICATED TO THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION. THE PRIVATE RECREATIONAL PURPOSES & BROWN HENRY DUNE MAINTENANCE EASEMENT INC. FOR WETLANDS MANAGEMENT & PRIVATE RECREATIONAL PURPOSES IS HEREBY DEDICATED TO THE EMERALD SPRINGS HOMES OF DAVIE, INC. FOR THE EXCLUSIVE USE OF ITS MEMBERS OF RECREATIONAL ALTHOUGH THE WETLANDS FOREST UTILITY EASEMENT IS A PERMANENT ACCESS EASEMENT GRANTED TO THE TOWN OF DAVIE FOR SERVICE AND EMERGENCY VEHICLES AND FOR MAINTENANCE OF PUBLIC AND MUNICIPAL UTILITIES. SAID EASEMENTS ARE EXPRESSLY RESERVED FOR PRIVATE ROAD PURPOSES, DRAINAGE & UTILITIES INCLUDING ELECTRICITY, GAS, TELEPHONE, WATER AND SEWER, CABLE TELEVISION AND BOTH SINGLE USES AND SERVICES THAT MAY BE DEDICATED OR LICENSED BY THE DEVELOPER. ITS SUCCESSORS OR ASSIGNEES SHALL BE HEREBY DEDICATED IN FREE SIMPLE TO THE EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS ASSOCIATION, INC. AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION. THE UTILITY EASEMENTS AND SINGLE USES EASEMENTS ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR DESIGNATED PURPOSES.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS IN THE CITY OF DAVIE, FLORIDA, THIS 15th DAY OF FEBRUARY, 1990.

WITNESSES: *John G. Galt* WITNESS *Samuel Schachter*

OWNER: *Samuel Schachter* EMERALD SPRINGS HOMES OF DAVIE, INC. A FLORIDA CORPORATION BY: SAMUEL SCHACHTER, PRESIDENT

ACKNOWLEDGEMENT:

I HEREBY CERTIFY THAT ON THIS DAY I PERSONALLY APPEARED BEFORE ME AS AN OFFICER DULY AUTHORIZED BY LAW TO ADMINISTER DAVIE AND TAKE ACKNOWLEDGEMENTS. SAMUEL SCHACHTER.

PRESIDENT OF EMERALD SPRINGS HOMES OF DAVIE, INC. A FLORIDA CORPORATION TO BE WELL KNOWN TO BE THE SAME PERSON RECORDED HEREIN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES BEFORE ME THAT HE EXECUTED THE SAID INSTRUMENT VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESSES BY HIS OWN OFFICIAL SEAL IN THE CITY OF DAVIE, FLORIDA, THIS 15th DAY OF FEBRUARY, 1990.

BY COMMISSIONER *John G. Galt*

BY *Samuel Schachter* NOTARY PUBLIC - STATE OF FLORIDA

DEDICATION	SURVEYOR	MORTGAGE ACKNOWLEDGEMENT	COUNTY ENGINEER	TOWN OF DAVIE	ACKNOWLEDGEMENT DEDICATION
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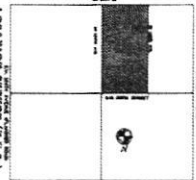
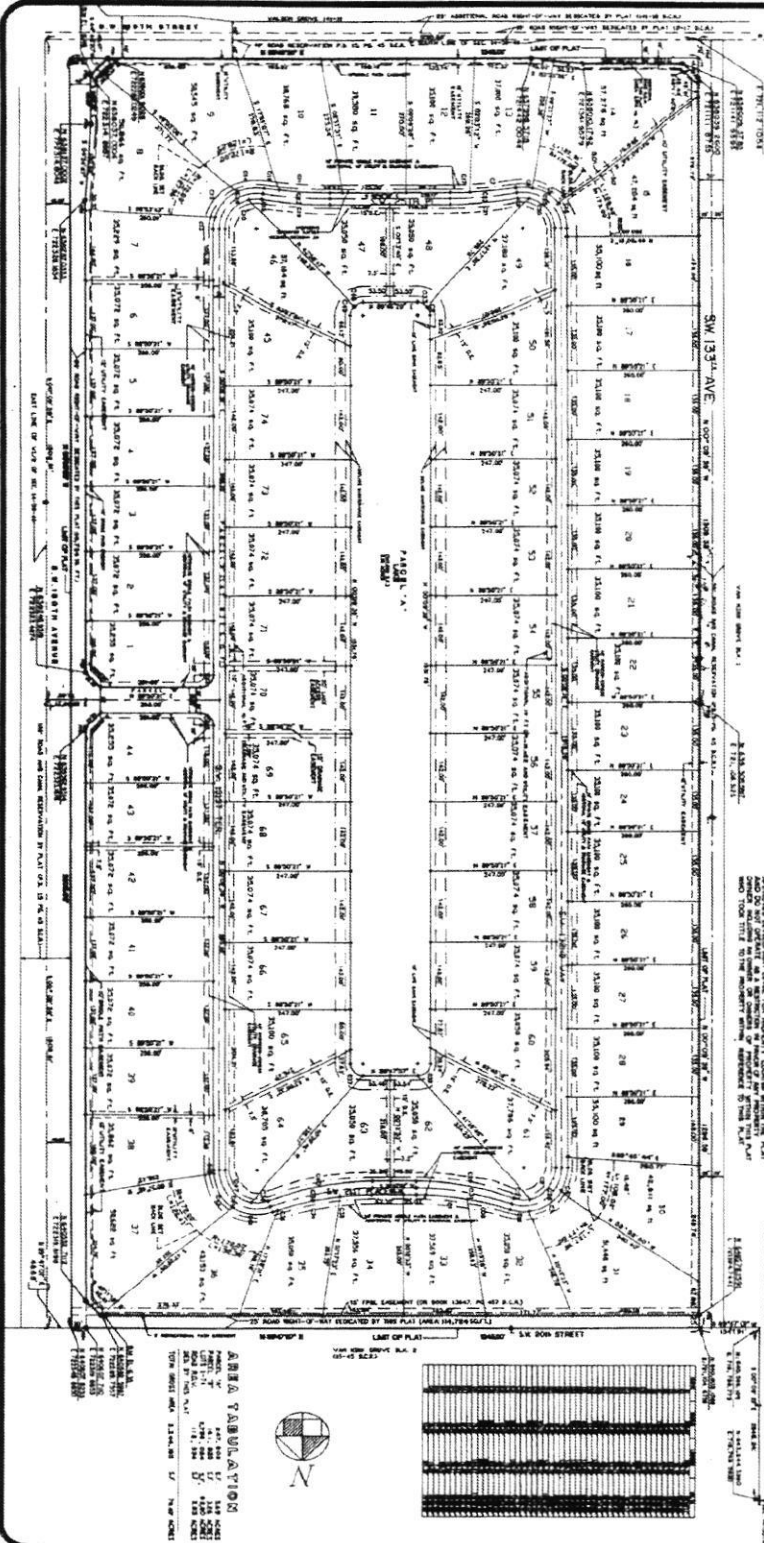
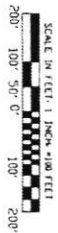
EMERALD SPRINGS HOMES OF DAVIE

A REPLAT OF A PORTION OF BLOCK 2 OF VAN KIRK GROVE (15-45 B.C.R.)
 IN SECTION 14, TOWNSHIP 50 SOUTH, RANGE 40 EAST, 11N
 THE TOWN OF DAVIE, BROWARD COUNTY,
 FLORIDA

ASSOCIATED ENGINEERS AND SURVEYORS, INC.
 PREPARED BY:

STUDIOS DESIGN INSPECTION SERVICES, LAND SURVEYING
 5450 GARDEN ROAD, SUITE F, FLORIDA 33118
 TEL: 954-456-9999

DATE: JANUARY 1990



THIS PLAN IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES, ORDINANCES, AND REGULATIONS OF THE CITY OF DAVIE, FLORIDA, AND ALL APPLICABLE STATE AND FEDERAL LAWS, RULES, AND REGULATIONS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED ON THIS PLAN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

- SURVEYOR'S NOTES:**
- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - 2. ALL CORNER MARKERS ARE TO BE SET AT THE CORNERS OF THE LOTS.
 - 3. ALL EASEMENTS ARE TO BE SET AS SHOWN ON THIS PLAN.
 - 4. ALL UTILITIES ARE TO BE SET AS SHOWN ON THIS PLAN.
 - 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE STREETS.
 - 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ALLEYS.
 - 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE DRIVEWAYS.
 - 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE SIDEWALKS.
 - 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE CURBS.
 - 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE BOUNDARIES.
 - 11. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE LOTS.
 - 12. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE BLOCKS.
 - 13. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE SUBDIVISIONS.
 - 14. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE TOWNSHIPS.
 - 15. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE RANGES.
 - 16. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE SECTIONS.
 - 17. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE TOWNS.
 - 18. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE COUNTIES.
 - 19. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE STATES.
 - 20. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE COUNTRIES.

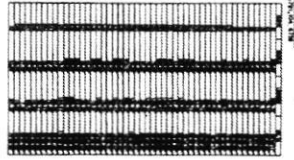


Exhibit "B"

**ARTICLES OF INCORPORATION FOR EMERALD SPRINGS HOMES
OF DAVIE HOMEOWNERS' ASSOCIATION, INC.**

The Articles of Incorporation attached as Exhibit "B" are the original Articles of Incorporation for Emerald Springs Homes of Davie Homeowners' Association, Inc., filed with the Secretary of State on or about June 20, 1994.

RETURN TO: Thomas M. O'Brien, Esq.
2556 University Dr., Coral Spring,
FL 33065

State of Florida



Department of State

BK23047PG0672

I certify the attached is a true and correct copy of the Articles of Incorporation of EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on June 20, 1994, as shown by the records of this office.

The document number of this corporation is N94000003026.

(EXHIBIT B)

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twentieth day of June, 1994



CR28022 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
EMERALD SPRINGS HOMES OF DAVIE FILED
HOMEOWNERS' ASSOCIATION, INC. JUN 20 PM 1:24
a Non-Profit Florida Corporation SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

EMERALD SPRING HOMES OF DAVIE, INC., ("DECLARANT"), owns certain property in Broward County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Declaration of Covenants and Restrictions of EMERALD SPRINGS HOMES OF DAVIE (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, as and when the DECLARATION is recorded in the Public Record of Broward County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE I - NAME

The name of the corporation is EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC. hereinafter referred to as the "ASSOCIATION."

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

BK 23047P60673

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:
 - 2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - 2.2 To made and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S power and duties.
 - 2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.
 - 2.4 To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
 - 2.5 To borrow money for the purposes of carrying out the power and duties of the ASSOCIATION.
 - 2.6 To obtain insurance as provided by the DECLARATION.
 - 2.7 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.
 - 2.8 To sue and be sued.
 - 2.9 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the CENTRAL BROWARD DRAINAGE DISTRICT, including all retention areas, culverts and related appurtenances, as may be applicable, and all sewer and drainage facilities serving more than one LOT which are not maintained by any governmental authority.
 - 2.10 To maintain, repair, replace and operate the Common Areas.
 - 2.11 To reconstruct improvements upon the Common Areas after casualty and to further improve such areas.

BK 2304 7606 74

- 2.12 To made and amend By-Laws for the Association and regulations respecting the use of the Common Areas.
- 2.13 To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the property owners;
- 2.14. To collect for the management and maintenance of the property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcements of rules and maintenance of the Common Area. The Association shall, however, retain at all times the powers and duties granted them by the Declaration, including, but not limited to, the making on assessments, promulgation of rules, and execution of contracts of behalf of the Association.
3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members of the Association in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.
4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the Property.

ARTICLE IV - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is location of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the recorded deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.
2. The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION,

BR 2306 1P60675

cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

3. On all matter upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.
4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is: EMERALD SPRINGS HOMES OF DAVIE, INC., 2556 University Drive, Coral Springs, FL 33065.

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION.
2. All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. The DECLARANT, its grantees, successors or assigns, shall have the right to retain control of the ASSOCIATION until DECLARANT has closed the sale of all LOTS within the SUBJECT PROPERTY or until such earlier time as is determined, in DECLARANT'S sole discretion. So long as DECLARANT retains control of the ASSOCIATION, DECLARANT shall have the right to appoint all members of the BOARD OF DIRECTORS and to approve the Officers of the ASSOCIATION, and no action of the membership of the ASSOCIATION shall be effective unless and until approved by DECLARANT.
4. Within sixty (60) days after DECLARANT, its grantees, successors or assigns, has closed the sale of all LOTS within the SUBJECT PROPERTY, the DECLARANT shall call and give not less than thirty (30) days nor more than

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forty (40) days notice of a meeting for the purposes of having the LOT OWNERS elect new DIRECTORS of the ASSOCIATION.

5. The DECLARANT shall be entitled at any time to remove or replace any DIRECTOR originally selected by the DECLARANT.
6. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy of the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.
7. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

SAMUEL SCHACHTER, 2566 University Drive, Coral Springs, FL 33065.

ARTICLE VIII - OFFICERS

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President SAMUEL SCHACHTER
Vice President MALCA SCHACHTER
Vice President/Secretary/Treasurer WENDY MORELL

ARTICLE IX - INDEMNIFICATION

1. 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 actions, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonable believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had not reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extent that the court in which the action or suit was

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brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. 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 Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
3. 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 in the specific case upon receipt of an undertaking by or on behalf of the directors, 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 herein.
4. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under that laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, 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 a person.
5. 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, as 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 X - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

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ARTICLE XI - AMENDMENTS

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmation vote of a majority or the votes of the entire membership of the ASSOCIATION.
4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to ARTICLE VII.
7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.
8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be

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ARTICLES OF INCORPORATION
OF
EMERALD SPRINGS HOMES OF DAVIE FILED
HOMEOWNERS' ASSOCIATION, INC. JUN 20 PM 1:24
a Non-Profit Florida Corporation SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

EMERALD SPRING HOMES OF DAVIE, INC., ("DECLARANT"), owns certain property in Broward County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Declaration of Covenants and Restrictions of EMERALD SPRINGS HOMES OF DAVIE (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, as and when the DECLARATION is recorded in the Public Record of Broward County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE I - NAME

The name of the corporation is EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC. hereinafter referred to as the "ASSOCIATION."

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

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1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:
 - 2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - 2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S power and duties.
 - 2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.
 - 2.4 To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
 - 2.5 To borrow money for the purposes of carrying out the power and duties of the ASSOCIATION.
 - 2.6 To obtain insurance as provided by the DECLARATION.
 - 2.7 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.
 - 2.8 To sue and be sued.
 - 2.9 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the CENTRAL BROWARD DRAINAGE DISTRICT, including all retention areas, culverts and related appurtenances, as may be applicable, and all sewer and drainage facilities serving more than one LOT which are not maintained by any governmental authority.
 - 2.10 To maintain, repair, replace and operate the Common Areas.
 - 2.11 To reconstruct improvements upon the Common Areas after casualty and to further improve such areas.

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- 2.12 To made and amend By-Laws for the Association and regulations respecting the use of the Common Areas.
 - 2.13 To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the property owners;
 - 2.14. To collect for the management and maintenance of the property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcements of rules and maintenance of the Common Areas. The Association shall, however, retain at all times the powers and duties granted them by the Declaration, including, but not limited to, the making on assessments, promulgation of rules, and execution of contracts of behalf of the Association.
3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members of the Association in accordance with the provisions of the Declaration. No part of the Income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.
 4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the Property.

ARTICLE IV - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is location of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the recorded deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.
2. The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION,

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cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

3. On all matter upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.
4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is: EMERALD SPRINGS HOMES OF DAVIE, INC., 2556 University Drive, Coral Springs, FL 33065.

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION.
2. All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. The DECLARANT, its grantees, successors or assigns, shall have the right to retain control of the ASSOCIATION until DECLARANT has closed the sale of all LOTS within the SUBJECT PROPERTY or until such earlier time as is determined, in DECLARANT'S sole discretion. So long as DECLARANT retains control of the ASSOCIATION, DECLARANT shall have the right to appoint all members of the BOARD OF DIRECTORS and to approve the Officers of the ASSOCIATION, and no action of the membership of the ASSOCIATION shall be effective unless and until approved by DECLARANT.
4. Within sixty (60) days after DECLARANT, its grantees, successors or assigns, has closed the sale of all LOTS within the SUBJECT PROPERTY, the DECLARANT shall call and give not less than thirty (30) days nor more than

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forty (40) days notice of a meeting for the purposes of having the LOT OWNERS elect new DIRECTORS of the ASSOCIATION.

5. The DECLARANT shall be entitled at any time to remove or replace any DIRECTOR originally selected by the DECLARANT.
6. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy of the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.
7. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

SAMUEL SCHACHTER, 2556 University Drive, Coral Springs, FL 33065.

ARTICLE VIII - OFFICERS

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President SAMUEL SCHACHTER
Vice President MALCA SCHACHTER
Vice President/Secretary/Treasurer WENDY MORELL

ARTICLE IX - INDEMNIFICATION

1. 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 actions, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonable believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had not reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extent that the court in which the action or suit was

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brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent or the ASSOCIATION has been successful on the merits or otherwise is defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
3. 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 in the specific case upon receipt of an undertaking by or on behalf of the directors, 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 herein.
4. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under that laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, 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 a person.
5. 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, as 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 X - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

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ARTICLE XI - AMENDMENTS

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmation vote of a majority or the votes of the entire membership of the ASSOCIATION.
4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to ARTICLE VII.
7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.
8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be

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Exhibit "C"

**BYLAWS OF INCORPORATION FOR EMERALD SPRINGS HOMES OF
DAVIE HOMEOWNERS' ASSOCIATION, INC.**

The Bylaws attached as Exhibit "C" are the original Bylaws for Emerald Springs Homes of Davie Homeowners' Association, Inc.

(EXHIBIT C)

**BYLAWS OF
EMERALD SPRINGS HOMES OF DAVIE
HOMEOWNERS' ASSOCIATION, INC.**

RETURN TO:
Thomas M. O'Brien
Attorney at Law
2556 University Drive
Coral Springs, FL 33065

1. GENERAL PROVISIONS.

1.1. Identity. These are the BYLAWS of EMERALD SPRINGS HOMES OF DAVIE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the STATE OF FLORIDA, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4. Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5. Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records, and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

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2.1. Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOT(S).

2.2. Changes in Membership. The transfer of the ownership of any LOT either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.3. Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.1. Voting Rights. There shall be one vote for each LOT. In the event any LOT is owned by more than one person, or is owned by a person other than an individual, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each such LOT.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the LOTS shall constitute a quorum.

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3.3. Determination as to Voting Rights.

3.3.1. In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.3.2. In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT.

3.3.3. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

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4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL LENDERS have the right to attend all members meetings.

4.2. Place. All meeting of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.3.2. of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the second Tuesday in February of each year, or at such other time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. However, so long as DECLARANT is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

4.6. Special Meeting. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall

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state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice the members which were present at such meeting.

4.8. Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1. Determination of chairman of the meeting;
- 4.9.2. Calling of the role and certifying of proxies;
- 4.9.3. Proof of notice of meeting or waiver of notice;
- 4.9.4. Reading and disposal of any unapproved minutes;
- 4.9.5. Election of inspectors of election;
- 4.9.6. Determination of number of directors;
- 4.9.7. Election of directors;
- 4.9.8. Reports of directors, officers or committees;
- 4.9.9. Unfinished business;

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4.9.10. New business; and

4.9.11. Adjournment.

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum numbers of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.3.2. of these BYLAWS.

5. DIRECTORS.

5.1. Membership.

5.1.1. The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than nine (9) directors. So long as the DECLARANT is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. After the DECLARANT is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.2. Election of Directors by Member. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

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5.2.1. Within sixty days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANT. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.2.2. Except as provided above, the members shall elect directors at the annual members' meetings.

5.2.3. Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4. The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3. Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.4. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of the same 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 organization meeting shall be necessary.

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5.5. Regular Meetings. Regular meeting of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.6. Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.7. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.8. Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10. Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the

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president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.1. Calling of role;
- 5.11.2. Proof of due notice of meeting;
- 5.11.3. Reading and disposal of any unapproved minutes;
- 5.11.4. Reports of officers and committees;
- 5.11.5. Election of officers;
- 5.11.6. Unfinished business;
- 5.11.7. New business; and
- 5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

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

5.14. Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Removal of Directors. Directors may be removed as follows:

5.15.1. Any director other than a director appointed by the DECLARANT may be removed by majority vote of the remaining directors, if such

director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is an OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other moneys owed to the ASSOCIATION.

5.16.2. Any director other than a director appointed by the DECLARANT may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the member shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.16. Vacancies.

5.16.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DECLARANT to the extent that the number of directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of directors the DECLARANT is then entitled to appoint.

5.16.2. In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may apply to the Circuit Court of the County in which the PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17. Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT

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shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DECLARANT shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT.

5.18. Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the ASSOCIATION may reimburse any Director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.19. Powers and Duties. The directors shall have the right to exercise all of the power and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

6. OFFICERS.

6.1. Members and Qualification. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom will be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2. Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

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

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

6.6. The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.7. The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8. Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the providing of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or providing of services.

7. FINANCES AND ASSESSMENTS.

7.1. Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address

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of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

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

7.3. 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.

7.4. Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5. Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain.

8. PARLIAMENTARY RULES.

8.1. Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

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9.2: Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION.

9.3. Adoption of Amendments.

9.3.1. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2. Notwithstanding anything contained herein to the contrary, so long as the DECLARANT, its grantees, successors or assigns, is entitled to appoint a majority of the directors, the DECLARANT, its grantees, successors or assigns, shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or any member, and so long as the DECLARANT, its grantees, successors or assigns, owns any LOT, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT, its grantees, successors or assigns.

9.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, its grantees, successors or assigns, unless the DECLARANT, its grantees, successors or assigns, shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors.

9.5. No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.6. Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the PROPERTY is located.

10. MISCELLANEOUS.

10.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

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10.2. Partial Invalidity. Should any of the provision hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3. Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provision hereof.

10.5. Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 6th day of July, 1994.

EMERALD SPRINGS HOMES OF DAVIE
HOMEOWNERS' ASSOCIATION, INC.

BY: Samuel Schachter
SAMUEL SCHACHTER, President

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

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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of July, 1994, by Samuel Schachter, President of Emerald Springs Homes of Davie, Homeowners' Association, Inc., as Incorporator and as Registered Agent, who is personally known to me and who did take an oath.

My commission expires:

Lawrence J. O'Brien, Notary
State of Florida at Large

LAWRENCE O'BRIEN, JR.
MY COMMISSION # 0021210 EXPIRES
March 19, 1997

Exhibit "D"

GRAPHIC DESCRIPTION

Graphic depiction of property to be governed by the Declaration of Covenants and Restrictions.

EMERALD SPRINGS HOMES OF DAVIE

A REPLAT OF A PORTION OF BLOCK 2, VAN KIRK GROVE (16-46 B.C.R.) IN SEC. 14 TOWNSHIP 80 SOUTH, RANGE 40 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

ORB 00K 18010 pc 674

TOWN COUNCIL:
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA, THIS 12th DAY OF JANUARY, 1980.

[Signature]
TOWN CLERK

[Signature]
TOWN MANAGER

TOWN PLANNING AND ZONING BOARD:
THIS IS TO CERTIFY THAT THE TOWN PLANNING AND ZONING BOARD OF DAVIE, BROWARD COUNTY, FLORIDA, HAS APPROVED THIS PLAT FOR RECORD.

DEVELOPMENT SERVICES DEPARTMENT:
THIS IS TO CERTIFY THAT THE DEVELOPMENT SERVICES DEPARTMENT OF DAVIE, BROWARD COUNTY, FLORIDA, HAS APPROVED THIS PLAT FOR RECORD.

BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO THE CONDITIONS AND EXCEPTIONS SET FORTH IN THE ATTACHED CERTIFICATE.

BROWARD COUNTY OFFICE OF PLANNING DIVISION:
THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

CENTRAL BROWARD DRAINAGE DISTRICT:
THIS PLAT IS APPROVED BY THE CENTRAL BROWARD DRAINAGE DISTRICT THIS 12th DAY OF JANUARY, 1980.

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:
THIS INSTRUMENT WAS FILED FOR RECORD IN PLAT BOOK 149, PAGE 44, ON THE 12th DAY OF JANUARY, 1980.

PREPARED BY:
ASSOCIATED ENGINEERS AND SURVEYORS, INC.
STUDIES, DESIGN, INSPECTION SERVICES, LAND SURVEYING.
2450 GREFF ROAD DAVIE, FLORIDA 33334 TEL. 581-6800

DATE: JANUARY 1980
PROJECT NO.: 89-99

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:
THIS INSTRUMENT WAS FILED FOR RECORD IN PLAT BOOK 149, PAGE 44, ON THE 12th DAY OF JANUARY, 1980.

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME AND THAT THE SAME CONFORMS TO THE APPLICABLE REQUIREMENTS OF THE FLORIDA SURVEYING ACT AND THE BROWARD COUNTY PLANNING COUNCIL RESOLUTIONS.

MORTGAGEE APPROVAL:
I HEREBY APPROVE THIS MORTGAGE INSTRUMENT AND THE PLAT TO BE RECORDED THEREON.

MORTGAGEE ACKNOWLEDGEMENT:
I HEREBY CERTIFY THAT ON THE DAY PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED BEFORE ME THAT HE RECEIVED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

DESCRIPTION:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 80 SOUTH, RANGE 40 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, BEING MORE OR LESS THE SOUTH 1/2 OF BLOCK 2, VAN KIRK GROVE, PLAT BOOK 149, PAGE 44, OF THE PUBLIC RECORDS, SAID LANDS CONTAINING TRACT ACRES MORE OR LESS.

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT EMERALD SPRINGS HOMES OF DAVIE, INC., A FLORIDA CORPORATION, HAS HEREBY DEDICATED TO THE TOWN OF DAVIE, FLORIDA, THE TRACT OF LAND HEREIN DESCRIBED AND AS SHOWN ON THE PLAT HEREIN REPRODUCED TO BE KNOWN AS EMERALD SPRINGS HOMES OF DAVIE, INC. A FLORIDA CORPORATION.

ACKNOWLEDGEMENT:
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Prepared by and return to:

Glazer & Sachs, P.A.
One Emerald Place
3113 Stirling Road
Suite 201
Fort Lauderdale, Florida 33312

CERTIFICATE OF ADOPTION OF REVITALIZED GOVERNING DOCUMENTS

Pursuant to Section 720.407, Florida Statutes, the undersigned officers of Emerald Springs Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby certify as follows:

1. The Association has complied with all requirements of Section 720.407, Florida Statutes, relating to the revitalization of covenants and governing documents for the community commonly known as Emerald Springs.
2. The following documents, which were reviewed and approved by the Florida Department of Economic Opportunity, have been duly adopted as the governing documents of the Association and are attached hereto and made a part hereof:
 - The Approval letter from the State of Florida;
 - Revitalized Declaration of Covenants, Conditions, and Restrictions of Emerald Springs;
 - The Revitalized Articles of Incorporation of Emerald Springs Homeowners Association, Inc.; and
 - The Revitalized Bylaws of Emerald Springs Homeowners Association, Inc.
3. This Certificate is executed to evidence that the foregoing documents constitute the revitalized governing documents of the Association as approved and authorized by law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on behalf of the Association as of the 10th day of September, 2025.

Emerald Springs Homeowners Association, Inc.

By: _____

Armando de la Cruz, President

By: _____
Paul Berryman, Secretary

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of September, 2025, by Armando de la Cruz, President, ~~and Paul Berryman, Secretary~~, of Emerald Springs Homeowners Association, Inc., a Florida not-for-profit corporation, who are personally known to me or who have produced driver license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy M Metallo

Notary Public, State of Florida
Name: Nancy M. Metallo
My Commission Expires: May 21, 2028
Commission No.: HH 499102



Signer personally appeared by online notarization and produced identification via OnlineNotary.us

Prepared by and return to:

Glazer & Sachs, P.A.
One Emerald Place
3113 Stirling Road
Suite 201
Fort Lauderdale, Florida 33312

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 - The Revitalized Bylaws of Emerald Springs Homeowners Association, Inc.
3. This Certificate is executed to evidence that the foregoing documents constitute the revitalized governing documents of the Association as approved and authorized by law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on behalf of the Association as of the ___ day of September, 2025.

Emerald Springs Homeowners Association, Inc.

By: _____

Armando de la Cruz, President

By: 
Paul Berryman, Secretary

NOTARY ACKNOWLEDGMENT

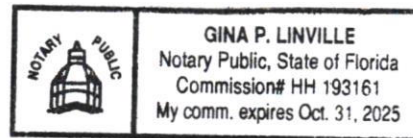
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of September, 2025, by ~~Armando de la Cruz~~, MS ~~President~~, and Paul Berryman, Secretary, of Emerald Springs Homeowners Association, Inc., a Florida not-for-profit corporation, who are personally known to me or who have produced FL Driver License as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Florida

Name: Gina Linville
My Commission Expires: Oct-31-2025
Commission No.: HH 193161



August 15, 2025

Penny Fraser, Esq.
Glazer & Sachs, P.A.
3113 Stirling Road, Suite 201
Ft Lauderdale, Florida 33312-6547

**Re: Emerald Springs Homes of Davie Homeowners' Association, Inc., Approval
Determination Number: 25141**

Dear Ms. Fraser,

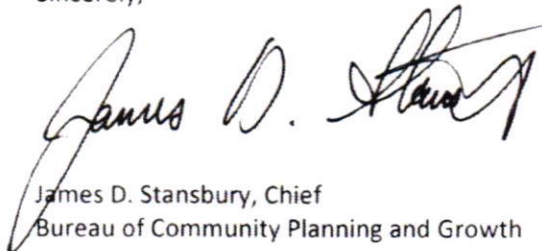
The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Emerald Springs Homes of Davie Homeowners' Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

In the event any third-party challenges this determination, the Association shall be responsible for defending this determination and the Association's compliance with the requirements of Chapter 720, Part III, Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pm/rm

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.