

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PARKLAND HOMES AT ADDISON ESTATES

	<u>PAGE</u>
Article I <u>DEFINITIONS</u>	1
Article II <u>PLAN FOR DEVELOPMENT OF PARKLAND HOMES AT</u> <u>ADDISON ESTATES</u>	4
A. Plan of Development	
B. Use of Property	
Article III <u>LAND USE AND RESTRICTIONS</u>	5
A. Use Classifications of Property	
1. Lots	
2. Association Common Area	
3. Use of the Association Common Area	
4. Conveyance of Association Common Area	
5. Use of Property by the Declarant	
B. Disputes as to Use	
C. Additional Provisions for the Preservation of the Values and Amenities of Parkland Homes at Addison Estates	
1. Minimum Size	
2. Garages	
3. Height Restrictions	
4. Subdivision and Lot Size	
5. Setback Lines	
6. Prohibited Vehicles	
7. One Dwelling Unit Per Lot	
8. Driveway	
9. No Time-Sharing	
10. Sprinkler System	
11. Antennas, Aerials and Solar Panels	
12. Fences	
13. Maintenance of Premises	
14. Compliance with Documents	
Article IV <u>GENERAL RESTRICTIONS</u>	10
Article V <u>EASEMENTS</u>	16
Article VI <u>MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;</u> <u>BOARD OF THE ASSOCIATION</u>	16
A. Membership	
B. Board	
Article VII <u>COVENANT TO PAY ASSOCIATION EXPENSES AND ALL</u> <u>ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF</u> <u>LIENS; CERTAIN RIGHTS OF THE DECLARANT AND</u> <u>INSTITUTIONAL MORTGAGEES</u>	16
A. Affirmative Covenant to Pay Association Expenses	
B. Collection of Assessments	
C. Establishment of Liens	
D. Collection of Delinquent Assessments	
E. Collection by Declarant and Reimbursements to Declarant	
F. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement	

BK 21602160226

This Instrument Was Prepared By:
MICHAEL BEDZOW, ESQ.
BEDZOW, KORN, KAN & GLASER, P.A.
P.O. Box 8020
Hallandale, FL 33008

Article VIII	<u>METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS</u>	18
	A. Determining Amount of Individual Lot Assessments	
	B. Contributing Lots	
	C. Assessments Payments	
	D. Special Assessments	
	E. Individual Expense Assessments	
	F. Liability of Contributing Lot Owners for Assessments	
	G. Working Capital Contribution	
Article IX	<u>ASSOCIATION EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS</u>	21
	A. Taxes	
	B. Utility Charges	
	C. Insurance	
	D. Reconstruction of Improvements	
	E. Maintenance, Repair and Replacement of the the Association Common Area	
	F. Damage to Association Common Area Owners	
	G. Administration and Operational Expenses	
	H. Compliance with Laws	
	I. Indemnification	
	J. Failure or Refusal of Contributing Lot Owners to Pay Assessments	
	K. Extraordinary Items	
	L. Special Assessments - Capital Improvements	
	M. Costs of Reserves	
	N. Miscellaneous Expenses	
Article X	<u>GENERAL PROVISIONS</u>	23
	A. Lawful Use of the Property	
	B. Incorporation of Parkland Homes at Addison Estates Documents	
	C. Notices	
	D. Rights of Institutional Mortgagees	
	E. Enforcement	
	F. Captions, Headings and Titles	
	G. Context	
	H. Severability	
	I. Amendment and Modification	
	J. Condemnation	
	K. Term	
	L. Availability of Parkland Homes at Addison Estates Documents	
	M. Free Transferability	
	N. Interpretation	
Article XI	<u>TRANSFER OF UNIMPROVED LOTS</u>	26
	A. Declarant's Right of First Refusal	
	B. Exceptions	
Article XII	<u>ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES</u>	27
	A. Owner to Obtain Approval	
	B. Approving Party's Consent	
	C. Architectural Guidelines and Criteria	
	D. Inspections	
	E. No Liability	
	F. Remedy for Violations	
	G. Compliance with Governmental Requirements	
	H. Certificate	

BK 21602160227

TABLE OF EXHIBITS

Exhibit "A" - Legal Description

Exhibit "B" - Articles of Incorporation of the Association

Exhibit "C" - Bylaws of the Association

BK2160216U220

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PARKLAND HOMES AT ADDISON ESTATES

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR PARKLAND HOMES AT ADDISON ESTATES is made this 17th day of December, 1993, by PARKLAND HOMES AT ADDISON ESTATES, a Florida General Partnership (the "Declarant").

WHEREAS, the Declarant desires to provide for the preservation of the values, amenities and uniform plan of development of Parkland Homes at Addison Estates as such are hereby or as may be hereafter established; and

WHEREAS, the Declarant has caused to be formed the "Association" (as such term is hereinafter defined), which has joined into this Declaration and to which there have been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Association Expenses" (as such terms are hereinafter defined); and

WHEREAS, there is an existing Declaration between the Declarant ("grantee") and FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, ("grantor") entitled DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR BLOCKS A, B AND C, ADDISON COURT ; and

WHEREAS, the Association shall assume and be subject to the grantee's obligations under that existing declaration in addition to this declaration.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Declarant hereby declares that the Property shall be owned, held, used transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any portion thereof and which shall be binding upon all parties having any right, title or interest in the Property or in any portion thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Approving Party" means the Declarant, so long as the Declarant owns any Lot or until the Declarant assigns its rights as the Approving Party to the Association and, subsequent to such assignment, means the Association. The Declarant reserves the right to assign to the Association, at any time, its rights as the Approving Party.

2. "Articles" mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "B" and any amendments thereto.

3. "Assessments" mean the Individual Lot Assessments, Special Assessments and Individual Expense Assessments and any and all other assessments which are levied by the Association in accordance with the provisions of this Declaration or any of the other Parkland Homes at Addison Estates Documents.

4. "Association" means Parkland Homes at Addison Estates Homeowners Association, Inc., a Florida corporation not for profit, which is a "Neighborhood Association" (as defined in the Covenants Declaration).

EX21604160229

5. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Parkland Homes at Addison Estates Documents and include, but are not limited to all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any of the other Parkland Homes at Addison Estates Documents.

6. "Attorneys' Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; (b) sales or use tax due thereon, if any; and (c) court costs through and including all trial and appellate levels and post-judgment proceedings.

7. "Benefitted Parties" mean the Declarant, the Association, and the agents, employees, invitees or designees of the foregoing and the Owners, their family members, guests, invitees and lessees, and the family members, guests, and invitees of such lessees.

8. "Board" means the Board of Directors of the Association.

9. "Bylaws" mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C" and any amendments thereto.

10. "Coral Springs" means the multi-staged, planned community known as "Coral Springs" as defined in the Covenants Declaration.

11. "City" means the City of Coral Springs, Broward County, Florida.

12. "Contributing Lots" mean those Lots more particularly described in Paragraph VIII.B hereof.

13. "Contributing Lot Owner" means the Owner of the Contributing Lot.

14. "Corporation" means Parkland Homes at Addison Estates Owners Association, Inc., a Florida corporation not for profit, organized to administer Parkland Homes at Addison Estates Owners Association, Inc. and having as a member the Association.

15. "Corporation Articles" means the Restated Articles of Incorporation of the Corporation, a copy of which is attached as Exhibit B to the Covenants Declaration and any amendments thereto.

16. "Corporation Bylaws" mean the Bylaws of the Corporation, a copy of which is attached as Exhibit C to the Covenants Declaration and any amendments thereto.

17. "County" means Broward County; Florida.

18. "Covenants Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Coral Springs recorded in Official Records Book 151, at Page 43, of the Public Records of Broward County, Florida and all supplements and amendments thereto.

19. "Declarant" means Parkland Homes at Addison Estates, a Florida General Partnership, or any successor of Declarant which may be assigned all of the rights of Declarant pursuant to a written assignment executed by the then present Declarant and recorded in the Public Records of the County. However, if the assignor only assigns a portion of its rights as Declarant hereunder to any assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights of Declarant hereunder which were assigned to such assignee to the same extent as if assignee had been the original Declarant and such assignee shall not have any of the rights of Declarant hereunder

which were not specifically assigned to such assignee. In addition, in the event any person obtains title to all of the 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, 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 of the Property by written appointment recorded in the Public Records of the County. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent declarant. Notwithstanding the foregoing, an Owner shall not, solely by purchase of a Dwelling Unit(s) or Lot(s) be deemed a successor, grantee or assign of the Declarant or the rights of Declarant under this Declaration or under any other of the Parkland Homes at Addison Estates Documents unless such purchaser is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant.

20. "Declaration" means this instrument and any and all amendments and supplements hereto.

21. "Dwelling Unit" means any detached single-family home subject to fee simple ownership intended as an abode for one family constructed on the Property.

22. "Improvements" means any Dwelling Unit, building, structure or improvement of any kind including, but not limited to, any wall, fence, landscaping, planting, swimming pool, tennis court, screen enclosure, driveway, sidewalk, sewer, drain, water area or outside lighting.

23. "Individual Expense Assessment" means the Assessment more particularly described in Paragraph VIII.E hereof.

24. "Individual Lot Assessment" means the Assessment more particularly described in Paragraph VIII.A hereof.

25. "Institutional Mortgagee" means and refers to any person, entity or lending institution owning a first mortgage encumbering a Lot, including any of the following institutions:

- (a) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or
- (b) Any "secondary mortgage market institution", including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Association and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or
- (c) Any pension or profit-sharing fund qualified under the Internal Revenue Code; or
- (d) Any and all investing or lending institutions, or the successors and assigns of such lenders, which have loaned money to the Declarant and which hold a mortgage encumbering any portion of the Property securing such loans; or
- (e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage or are about to acquire a mortgage encumbering any portion of the Property; or
- (f) The Declarant or any designee of Declarant, if the Declarant or such designee holds a mortgage encumbering any portion of the Property and the transferee of any mortgage encumbering

BK21502160231

any portion of the Property which was originally held by the Declarant or such designee; or

(g) Any life insurance company; or

(h) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

26. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

27. "Late Charges" mean any and all late charges, fees or fines levied by the Association in connection with any unpaid Assessments and costs of collection thereof including, but not limited to, Attorneys' Fees and Interest on all such unpaid amounts, including the unpaid Assessments.

28. "Lot" means each of the lots within the Property upon which no more than one single Dwelling Unit is permitted to be erected.

29. "Owner" means the owner of the fee simple title to a Lot and includes the Declarant for so long as Declarant is the owner of the fee simple title to any Lot.

30. "Parkland Homes at Addison Estates Documents" mean in the aggregate this Declaration, the Articles, Bylaws, Covenants Declaration, Corporation Articles, Corporation Bylaws, any rules and regulations promulgated by the Association or Corporation and all of the instruments and documents referred to therein or referred to herein and all amendments and supplements to any such documents.

31. "Parkland Homes at Addison Estates" mean the single-family planned residential community to be known as "Parkland Homes At Addison Estates" comprised of forty nine (49) single-family lots subject to this Declaration. Parkland Homes at Addison Estates is a "Neighborhood" (as defined in the Covenants Declaration).

32. "Plat" means ADDISON ESTATES, according to the Plat thereof, as recorded in Plat Book 151, at Page 43, of the Public Records of the County.

33. "Property" means the real property located in the County, more particularly described in Exhibit "A" attached hereto and made a part hereof.

34. "Rules" mean, collectively, the rules and regulations which the Board may promulgate or impose and thereafter modify, alter, amend, rescind and augment provided that such Rules shall not be in conflict with the provisions of this Declaration or any other of the Parkland Homes at Addison Estates Documents.

35. "Special Assessment" means the Assessment more particularly described in Paragraph VIII.D hereof.

36. "Turnover Date" means the date defined in Article X of the Articles.

ARTICLE II

PLAN FOR DEVELOPMENT OF PARKLAND HOMES AT ADDISON ESTATES

A. Plan of Development: The Declarant intends to develop or cause to be developed upon the Property a single-family planned residential community to be known as Parkland Homes at Addison Estates in accordance with all applicable zoning regulations of the City.

B. Use of Property: All portions of the Property shall be subject to the use limitations, restrictions and other provisions imposed thereon as set forth in this Declaration, in the existing Declaration between FLORIDA

NATIONAL PROPERTIES, INC., a Florida corporation and the Declarant and in the other Parkland Homes at Addison Estates Documents.

ARTICLE III
LAND USE AND RESTRICTIONS

The Declarant does hereby declare that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Property:

1. Lots: The Lots shall be for "residential use" only. Except for facilities and other Improvements relating to the construction, development, sales and rental activities permitted on the Lots as hereinafter set forth, the Lots shall include only Dwelling Units and Improvements associated with residential purposes and uses including, but not limited to, drives, driveways, entranceways, open spaces, parking spaces, lawn areas, swimming pools, other recreational facilities and other amenities appurtenant to Dwelling Units. No commercial activity, trade or business including, but not limited to, wholesale, retail or sales operations of any nature may be carried on at the Lots, except for the construction, development and sale or rental of the Lots or other property within Parkland Homes at Addison Estates (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to the Lots such as utilities and such other services as the Grantor, Declarant or the Board shall by written consent thereto deem appropriate. This limitation is not intended to preclude a resident in Parkland Homes at Addison Estates from carrying on activities normally carried on at home related to his occupation including, but not limited to, telephone calls, working with a home computer or writing a book, which do not adversely affect any other resident of Parkland Homes at Addison Estates. This provision is intended to prohibit commercial activities which adversely affect the other residents of Parkland Homes at Addison Estates by increasing traffic and noise in Parkland Homes at Addison Estates or by adversely affecting the appearance of Parkland Homes at Addison Estates.

2. Use of Property by the Declarant: Except as may be prohibited in this Declaration or in the other Parkland Homes at Addison Estates Documents, the Declarant and its designed nominees shall have the right to make such lawful uses of the Property owned or leased by Declarant or the Association as the Declarant shall, from time to time, determine. Notwithstanding anything to the contrary contained in the Existing Declaration or in this Declaration and in recognition of the fact that the Declarant will have a continuing and substantial interest in the development and administration of Parkland Homes at Addison Estates, the Declarant hereby reserves for itself and its designated nominees, and the Association recognizes, agrees to and acknowledges that the Declarant and its designated nominees shall have the right to use any portions of the Property owned or leased by Declarant as long as Declarant owns or leases a Lot, in conjunction with and as part of its program of sale, leasing, construction and developing of Lots and other property within Parkland Homes at Addison Estates including, but not limited to, the right to maintain models and sales offices and leasing offices, place signs, employ sales personnel, show Lots and/or Dwelling Units, and use portions of the Property and Dwelling Units and other Improvements owned or leased by Declarant for the purposes set forth above and for storage of construction materials and for assembling construction components without any cost to the Declarant and its successors, nominees and assigns for such rights and privileges.

The rights and privileges of the Declarant as herein set forth, in this Paragraph III.A.2, are in addition to and in no way limit any other rights or privileges of the Declarant under any other of the Parkland Homes at Addison Estates Documents; and shall terminate when the Declarant or its designated nominees no longer own or lease any portion of the Property or upon such earlier date as the Declarant shall notify the Association in

BR21602PGU233

writing of the Declarant's voluntary written election to relinquish the aforesaid rights and privileges of use.

Such use rights and the right to transact business as set forth herein and any other rights reserved by Declarant in the Parkland Homes at Addison Estates Documents may be assigned, in whole or in part, in writing by the Declarant.

B. Disputes as to Use: In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in this Declaration or the Existing Declaration or in the other Parkland Homes at Addison Estates Documents, such dispute shall be referred to the Declarant, unless such dispute arises after the Turnover Date, in which event such dispute shall be referred to the Board, and a determination rendered by the Declarant, Grantor or the Board, as the case may be, with respect to such dispute shall be final and binding on all portions concerned therewith; provided, however, any use of the Declarant and its designated nominees of the Property or any portions thereof in accordance with Paragraph III.A.5 hereof, shall be deemed a use which complies with this Declaration or the other Parkland Homes at Addison Estates Documents and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the preservation of the Values and Amenities of Parkland Homes at Addison Estates: In order to preserve the values and amenities of Parkland Homes at Addison Estates, the following provisions shall be applicable to the Property:

1. Minimum Size: Each Dwelling Unit constructed on a Lot shall contain a minimum of 1,400 square feet of liveable air conditioned enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

2. Garages, Carports and Storage Areas:

(a) Every Dwelling Unit in the Subdivision shall have at least a two (2) car garage. No garage shall be erected which is separated from the Dwelling Unit. No garage shall be converted into additional living area. Carports are not permitted. Repair of vehicles is only permitted inside the garage. Garage doors shall be kept closed except when vehicles or persons enter or leave the garage, so as to preserve the aesthetic appearance of Parkland Homes at Addison Estates.

(b) No unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the Dwelling Unit.

3. Screen Enclosures:

(a) No screen enclosures shall be permitted unless the screen enclosure plans, specifications, elevations and location on the Lot are first approved by Grantor and/or Declarant. Any dispute as to height, location, length, type, design, composition, material or color shall be resolved by Grantor and/or Declarant, whose decision shall be final.

(b) Screen enclosure plans shall show elevations of the enclosure attached to elevations of the Dwelling Unit on the Lot. If owner desires to install a screen enclosure subsequent to Declarant's approval of Owner's original plans for the Dwelling Unit on the Lot (and screen enclosure plans and elevations were not part of the original approved plans), Owner shall be required to submit screen enclosure plans and elevations shown together with Dwelling Unit elevations to Grantor and/or Declarant. As a condition of approval, Grantor and/or Declarant may require additional landscaping.

4. No building of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be constructed, erected or placed on any LOT. Notwithstanding the preceding provision,

Declarant, its successors or assigns may utilize such structure for a sales office for a period of five (5) years from the date this declaration is recorded.

5. Above ground swimming pools, spas and hot tubs are prohibited.

6. Outdoor Recreational Courts: No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball and badminton courts shall be permitted. An approved basketball backboard and pole shall be located adjacent to the Lot's permitted driveway. The decision of what constitutes "adjacent" shall be made by Declarant, whose decision shall be final. Approved poles shall be constructed of metal material.

7. Roofs:

(a) Pitched roofs in the Subdivision shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be approved by Grantor and/or Declarant for gambrel and similar type roofs. Pitched roofs shall be constructed of barrel cement or clay tile, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. No roof color may be changed by the application of paint or any other coating without approval of Grantor and/or Declarant, whose approval may be withheld.

(b) Flat roofs may be utilized only if approved by Grantor and/or Declarant, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the Dwelling Unit. Notwithstanding the above, a flat roof located elsewhere than to the rear of the Dwelling Unit may be permissible only if approved by Grantor and/or Declarant.

8. Height Restrictions: No Improvements on a Lot or the Association Common Area shall exceed thirty-five feet (35') in height from the finished first floor or exceed two (2) stories in height. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if approved by the Committee, in writing, and by the City.

9. Subdivision and Lot Size: No Lot shall be resubdivided and no Dwelling Unit may be erected or placed on any Lot having a width of less than seventy five feet (75') between the Lot lines at front or rear setback lines or a depth of less than one hundred feet (100'), provided that a Dwelling Unit may be constructed on any Lot as shown on the Plat.

10. Setback lines: No structure constructed on a Lot shall be located within the following setbacks:

(a) All Lots shall have a minimum front setback of twenty five (25') feet.

(b) All Lots shall have a minimum rear setback of fifteen (15') feet except for that portion of Lots 6 through 13, inclusive, Block A, abutting N.W. 102nd Avenue, which shall have a minimum rear setback of seventeen (17') feet.

(c) All Lots shall have a minimum side setback of seven and one-half (7-1/2') feet; provided, however, that all Lots shall have a minimum street side setback of fifteen (15') feet.

(d) notwithstanding anything contained herein to the contrary, the South Lot line of Lots 1 through 6, both inclusive, and Lot 29, all in Block A, in the Subdivision, shall have a minimum building setback of twenty-five (25') feet.

(e) No bay windows, chimneys, balconies or other similar extended structures shall be permitted on, upon or over the building

setbacks. Notwithstanding the preceding provision, the following extended structures shall be permitted on, upon or over the building setbacks:

(1) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback;

(2) Wall, fences, decks and similar structures not exceeding five (5') feet in height;

(3) The eaves of the roof of the Dwelling Unit; and

(4) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by Declarant and/or Grantor, whose decision shall be final.

(f) Where two (2) or more lots are acquired and used as a single building site under a single owner, the side Lot lines shall refer only to the lines bordering on the adjoining property.

(g) Setback lines for corner Lots and odd-shaped Lots shall be as nearly as possible as set out above, except that minor variations may be authorized by Declarant at the time plans for building are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by Declarant to establish the setback lines as approved.

11. Mailboxes: Grantor and Declarant have selected a uniform style mailbox and post for use by owners in the Subdivision. The location of all mailboxes and posts must be approved in writing by Grantor and/or Declarant prior to installation. Each owner shall maintain its mailbox and post in good, clean and attractive condition as required by Declarant.

12. Clothes Drying Area: No clothes drying area may be placed on any lot until its location and material for the clotheslines have been submitted to and approved by the Grantor and/or Declarant. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the area shall not be placed within forty (40') feet of the Lot's street side property line. The area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

13. Repainting: All repainting of any exterior surfaces including, but not limited to; roof, walls, trim or window frames shall be done to match the original (as built) color of that surface.

14. Street and Sidewalks: Streets and/or sidewalks shall be deeded to the City of Coral Springs by Declarant and/or the Association.

15. Streetlights: The City of Coral Springs shall have the right to install Streetlights on Homeowner's property.

16. The Association reserves access to certain areas on Homeowner's property including, but not limited to, those areas required for fences, walls and landscaping.

17. One Dwelling Unit Per Lot: Only one (1) single-family Dwelling Unit shall be permitted on any Lot, which Dwelling Unit shall be used only for residential use as more particularly set forth in Paragraph III.A.1 hereof.

18. Driveway: All Lots shall have a broom-swept concrete driveway. Each driveway shall extend from the garage door to the paved portion of the adjacent street. In the event that any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged

BR 21602160230

portions of the driveway at such Owner's expense using materials and design similar to that for the driveway which was damaged unless the prior written consent of the Association is obtained.

19. No Time-Sharing: No "Time Share Plan" (as defined in Section 721.05 of the Florida Statutes) or any similar plan shall be permitted within the Property.

20. Sprinkler System: A sprinkler system for irrigation, if any, for a Lot on which a completed Dwelling Unit is located shall be an automatic underground sprinkler system connected to a well or to the water supply provided for drinking, if approved by the City in writing.

21. Fences: The Association shall have the right, in its sole and absolute discretion, to adopt regulations specifying the type of fences which may be constructed within Parkland Homes at Addison Estates and to require that all fences be properly landscaped, with such landscaping to be properly maintained and irrigated.

22. Utility Easements: There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and District facilities, and for such other purposes incidental to the development of the Subdivision, these easements shown upon the Plat of Addison Court designated "Utility Easement". There is also hereby reserved for a term of twenty (20) years from the date of the Existing Declaration, by Grantor, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, water lines, sanitary sewer lines, gas and electric lines, communication lines, and such other public service facilities as Grantor may deem necessary along, through, in, over and under a strip of land twelve (12') feet in width or six (6') feet in width, as the case may be, being six (6') feet (as measured at right angles) from all side, front and rear Lot lines in the Subdivision. Grantor will cause to be recorded from time to time various declarations of easement setting forth the location of all said easements under the rights herein reserved and Grantor's right to reserve such easements as hereinabove described, except for the recorded easements, shall terminate in twenty (20) years.

23. Maintenance of Premises: In order to maintain the standards of Parkland Homes at Addison Estates, the Property and Improvements thereon shall be kept in a good, safe, neat, clean and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches (4") for Improved Property and ten inches (10") for Unimproved Property. Improved Property shall be any Lot on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a Certificate of Occupancy. Unimproved Property shall be any portion of the Property which is not Improved Property. Excepted from the foregoing provisions of this Paragraph shall be any portion of the Property owned by Declarant or its nominees throughout the period of construction of Dwelling Units or other Improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on any portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvements on such portion of the Property, as evidenced by issuance of a Certificate of Occupancy, if applicable. In addition, the swale areas within the Property cannot be filled or obstructed in any manner and shall be maintained by the Owner of the Lot adjacent to such swale area.

Unless prohibited by the applicable governmental authority, the Owner of a Lot shall also be responsible for maintaining the property between the edge of his Lot line and the edge of pavement for the adjacent roadway in accordance with the requirements of this Paragraph 13 including, but not limited to, keeping all portions thereof (except the driveway) fully sodded and maintaining his driveway.

Upon the failure of a Owner to maintain the portion of the Property or any property adjacent thereto and any Improvements thereon, which such Owner is responsible to maintain, in accordance with the requirements of this Declaration and to the satisfaction of the Association and the Declarant until Declarant no longer owns any portion of the Property, and upon the Owner's failure to correct such deficiencies within fifteen (15) days of written notice by the Association or the Declarant, unless a longer period is authorized by the Association or the Declarant, the Association or the Declarant (until Declarant no longer owns any portion of the Property), may enter upon such portion of the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner who is required to perform such maintenance. If any Owner fails to make payment within fifteen (15) days after requested to do so by the Association or the Declarant, then the payment requested shall be collected as an Individual Expense Assessment from the Owner required to perform such maintenance in accordance with the provisions of Articles VI and VII hereof. In the event the Declarant makes such corrections, the Association shall upon written request reimburse Declarant for the expense thereof.

24. Compliance with Documents: Each Owner and each Owner's family members, guests, invitees and lessees and their family members, guests and invitees shall be bound by and abide by Parkland Homes at Addison Estates Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individuals present within Parkland Homes at Addison Estates.

25. Maintenance of 5' Planting and Non-Access Strip: Each owner of any Lot in Block A, in the Subdivision, shall maintain the landscaping in good and living condition within that certain " 5' Planting and Non-Access Strip" on those Lots, which strip is shown on the Plat of Addison Court. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through said " 5' Planting and Non-Access Strip."

- (i) " Good and living condition" for any hedges shall mean the proper irrigation, fertilizing, grooming and trimming thereof, to a height of not less than five (5') feet nor greater than six (6') feet.
- (ii) " Good and living condition" shall also mean the replacement of dead, diseased and/or missing landscaping material with material of the same species, height, width and quality as the remaining landscaping material on the "5' Planting and Non-Access Strip".

These obligations shall be a covenant running with said Lots, binding upon the Owners of said Lots. In the event the Owners of said Lots should fail or refuse to maintain the landscaping as above provided, same shall be deemed a material breach of the covenants contained herein and Declarant shall have the same rights and remedies as are reserved by Declarant and specified in Article III Paragraph 25 hereof.

For additional restrictions, please refer to the Covenants Declaration.

ARTICLE IV
GENERAL RESTRICTIONS

A. Plans, Specifications and Locations of Structures:

1. Prior to commencement of any construction, reconstruction, or modification of DWELLING UNITS, or any other improvements or structures, or placement of any structure, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces, screen enclosures or barbecue pits on any LOT, OWNER shall submit to DECLARANT for approval the plans, specifications, exterior materials and colors, location and sealed plot plan thereof, together with a tree survey (if any trees exist on the LOT), and a landscape plan, all of which shall be

BK21602160238

in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the LOT. No exterior colors on any DWELLING UNIT or structure shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by DECLARANT.

2. The final plans and specifications, sealed plot plan, survey, tree survey (if applicable), landscaping plans, and exterior colors and materials, shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All electric, telephone, gas or other utility connections must be installed underground.

3. The final plans and specifications shall indicate adequate provision for landscaping, including the planting of trees and shrubs on the LOT. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of DECLARANT. The required landscaping shall be installed at the time of completion of the DWELLING UNIT as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. All areas of the LOT not covered by an approved DWELLING UNIT, structure(s), or paved parking facilities, shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of abutting lakes or canals, if any. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas shall be installed and adequately maintained by each OWNER. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.

4. DECLARANT'S approval or disapproval of plans and specifications, location and plot plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.

5. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.

B. Assessments:

1. DECLARANT is hereby authorized and empowered by all OWNERS to, without liability or obligation, act in behalf of all OWNERS to provide FACILITIES and MAINTENANCE AND SERVICES. DECLARANT hereby declares the LOTS are subject to assessments as provided herein for their PRO-RATA SHARE of the cost of the FACILITIES and MAINTENANCE AND SERVICES. The liability and obligation for assessments shall be an equitable servitude and a covenant running with the land binding on all OWNERS. For the purposes of this Paragraph the following words shall have the following meanings:

- (a) "FACILITIES" shall mean and refer to infrastructure improvements for enhancement of the values and standards of the SUBDIVISION and the surrounding area, of the nature commonly provided for the betterment of a community, and for public health and sanitation.
- (b) "MAINTENANCE AND SERVICES" shall mean and refer to the maintenance of FACILITIES and the provision of services for enhancement of the values and standards of the SUBDIVISION and

the surrounding area, of the nature commonly provided for the betterment of a community, and for public health and sanitation.

- (c) "PRO-RATA SHARE" shall mean and refer to the apportionment of costs among the LOTS, with each owner paying 1/49th of the costs, or by any other reasonable method as determined by DECLARANT in its sole discretion.

2. Each OWNER shall be liable for and shall promptly pay to DECLARANT an assessment (referred to herein as "facility assessment") which shall be a PRO-RATA SHARE of the cost of the FACILITIES. Said facility assessment, if any, as determined by DECLARANT, shall be a charge on the LOT and shall be due and payable within fifteen (15) days after notification from DECLARANT of the amount of the facility assessment. Each OWNER shall be vested with the right to use the FACILITIES in perpetuity, subject to annual assessments and to user fees imposed by DECLARANT for the cost of operating the FACILITIES. The judgment of DECLARANT in the letting of contracts and expenditure of assessment funds shall be final.

3. Each OWNER shall be liable for and shall promptly pay to DECLARANT an assessment (referred to herein as "annual assessment"), which shall be a PRO-RATA SHARE of the cost of MAINTENANCE AND SERVICES. Said annual assessment, if any, as determined by DECLARANT, shall be a charge on the LOT and shall be due and payable annually, in advance, on the first day of January each year, commencing with the year 1993. Said annual assessment may be adjusted from year to year by DECLARANT as the needs of the SUBDIVISION and the surrounding area may, in the sole judgment of DECLARANT require, and shall be apportioned among the LOTS in the SUBDIVISION in proportion to their PRO-RATA SHARE. The judgment of DECLARANT in the letting of contracts and expenditure of assessment funds shall be final.

4. Upon failure of OWNER to make facility assessment or annual assessment payments when due, DECLARANT is hereby empowered to file a Claim of Lien against the OWNER'S LOT in the Public Records of Broward County, Florida, in order to secure such payments, and other such sums, all as set forth in Article III, Paragraph 22 hereof. Such Claim of Lien shall be effective from and after the date of recording in the aforesaid Public Records.

C. Walls and Fences: No wall or fence shall be constructed with a height of more than five (5') feet and no hedge or shrubbery abutting the LOT lines shall be permitted with a height of more than eight (8') feet, without approval by DECLARANT. No wall or fence shall be constructed on any LOT until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. The height of any wall, fence, hedge or shrubbery shall be measured from the adjoining LOT'S then existing elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. No wood fencing material shall be permitted. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

D. Antennas and Flagpoles: No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforesaid items within a permitted screened enclosure on the LOT shall be permitted so long as there is appropriate additional landscaping and/or other screening. The decision of what constitutes adequate additional landscaping and/or screening shall be made by DECLARANT, whose decision shall be final. No more than one (1) flagpole per LOT for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna. DECLARANT, its successors or assigns, shall have the right for a period of two (2) years from the date of recordation of this Declaration, to install a flagpole within the SUBDIVISION which will not exceed a height of thirty-five (35') feet above ground level.

E. Accessory or Temporary Buildings: No tents and no accessory or temporary buildings or structures shall be permitted on any LOT. DECLARANT may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, color, materials and temporary location on a LOT must be first approved by DECLARANT. No approved construction facility shall be used as a domicile, either temporary or permanent.

F. Garbage Containers, Oil and Gas Tanks, Air Conditioners, Solar Collection Devices and Miscellaneous Energy Devices:

1. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent LOTS. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.

2. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent LOTS. Wall and window air-conditioning units are prohibited.

3. No solar collection devices shall be placed on any LOT until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall not be placed on the front portion of a roof or the front portion of a LOT, unless approved otherwise by DECLARANT. Support structures for such devices, together with the plumbing and wiring thereto, shall be located and screened so as not to be readily visible from abutting LOTS or streets.

4. No miscellaneous energy devices, including, but not limited to, devices that perform functions such as electrical energy generation, shall be placed on any LOT until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall be located and screened so as not to be readily visible from abutting LOTS or streets.

5. DECLARANT shall have the right to approve any specific shielding or screening and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

G. Signs: No signs, either permanent or temporary in nature, shall be erected or displayed on any LOT, DWELLING UNIT, structure, vehicle or window (or be visible through any window on the LOT from any location off the LOT), unless the placement, character, form, color, size, and time of placement of such signs are first approved by DECLARANT. No freestanding signs shall be permitted unless approved by DECLARANT. Said signs must also conform with local regulatory codes and ordinances.

H. Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Motor Homes, Boats, Campers and Trailers:

1. No "commercial vehicle" (as such term is defined in Section 18-5 of the City of Coral Springs Code, in effect on the date of recordation of this Declaration) (i) shall be permitted to be parked in the SUBDIVISION for a period of more than four (4) hours unless such commercial vehicle is temporarily present and necessary in the actual construction or repair of a DWELLING UNIT or other improvements on a LOT, or for ground/landscape maintenance thereon; or (ii) shall be parked overnight or stored in or near the SUBDIVISION unless fully enclosed within a garage.

2. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park in the SUBDIVISION at any time unless kept fully enclosed within a garage.

3. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.

I. No Oil and Mining Operations: No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the LOTS, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon any LOT. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any LOT.

J. Pets and Animals:

1. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S LOT and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS.

2. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.

3. No animal breeding or sales as a business shall be permitted in the SUBDIVISION.

K. Nuisances: Nothing shall be done which may be or may become an annoyance or nuisance to the SUBDIVISION. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the SUBDIVISION which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

L. Drainage and Maintenance Areas:

1. No structure of any kind shall be constructed or erected, nor shall OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any area reserved for drainage ways, sluice ways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of DECLARANT and DISTRICT.

2. OWNER shall in no way deny or prevent ingress and egress to such drainage and maintenance areas for maintenance or landscape purposes by DECLARANT, DISTRICT, or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements there for are hereby specifically reserved and created.

3. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and DISTRICT.

M. No Subdivision: NO LOT shall be divided, subdivided, sold or conveyed, except as a whole, without the approval of DECLARANT, whose approval may be withheld.

N. Non-Liability of Declarant: DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

O. Approvals: All approvals and disapprovals under this Declaration shall be in writing.

P. Owner Compliance: The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for all violations of this

Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by the guests, employees, licensees, or invitees of OWNER'S tenants at any time.

Q. Notice to Declarant: Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT, at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

R. Notice to Owner: Notice to OWNER of a violation of any restriction or covenant of this Declaration, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

S. Restrictions Run with the Land: The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be extended for successive periods of ten (10) years each unless an instrument signed by the then OWNERS of a majority of the LOTS in the SUBDIVISION has been recorded agreeing to change or terminate this Declaration in whole or in part.

T. Amendment of Declaration: DECLARANT may, in its sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

U. Completion of Construction: When the construction of any DWELLING UNIT or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT (which may be furnished within said sixty (60) day period), DECLARANT may enter upon the LOT and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING UNIT or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of DECLARANT and may include but not be limited to aesthetic grounds. DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the LOT in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

V. Liens and Enforcement:

1. Enforcement of this Declaration by DECLARANT shall be by any procedure at law, or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.

2. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the LOT encumbered thereby, the name of the record owner, the

amount due, including interest from the date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments or assessments may be maintained at the option of the lien holder without waiving the lien securing same.

3. Any payment or assessment not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment or assessment became due.

4. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payments or assessments, the foreclosure of any lien, and the enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.

5. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

6. In the event an OWNER (other than DECLARANT) institutes a legal or other proceeding to enforce any term, provision, restriction, covenant or condition contained in this Declaration, DECLARANT (and its affiliated and subsidiary entities) and its successors and assigns, officers, directors and employees, shall not in any case be liable or responsible to such OWNER or any other party to that proceeding for the payment or reimbursement of that OWNER's or party's damages, attorneys fees or costs associated therewith.

**ARTICLE V
EASEMENTS**

An easement for ingress, egress and access is hereby granted to each Owner and to each Owner's family members, guests, invitees, lessees and employees over and across all roadways, streets, sidewalks and thoroughfares as may, from time to time, be constructed and existing within Parkland Homes at Addison Estates. Parkland Homes at Addison Estates shall also be subject to such easements as are shown on the Plat or as set forth in the Covenants Declaration or this Declaration or contained within any other recorded easements.

**ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION; BOARD OF THE ASSOCIATION**

A. Membership: The members ("Members") of the Association shall be as set forth in the Articles. The rights of the Members regarding voting, meetings, notices, etc., shall be as set forth in the Articles and Bylaws.

B. Board: The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

**ARTICLE VII
COVENANT TO PAY ASSOCIATION EXPENSES AND ALL ASSESSMENTS;
ESTABLISHMENT AND ENFORCEMENT OF LIENS;
CERTAIN RIGHTS OF THE DECLARANT AND INSTITUTIONAL MORTGAGEES**

A. Affirmative Covenant to Pay Association Expenses: In order to fulfill the terms, provisions, covenants and conditions contained in this

BK21602PG0244

Declaration there is hereby imposed upon each Contributing Lot the affirmative covenant and obligation to pay to the Association, in the manner hereinafter set forth, Association Expenses and all Assessments including, but not limited to, the Individual Lot Assessments, any applicable Special Assessments and Individual Expense Assessments to be fixed, established and collected from time to time in the manner hereinafter provided. All of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Association Expenses and all Assessments as hereinafter set forth shall run with the Property subject to this Declaration. The Assessments, together with any Late Charges relating thereto, shall be a charge on and a continuing lien upon the Contributing Lot against which such Assessments are made.

The record Owners of each Contributing Lot shall be personally liable, jointly and severally, to the Association for the payment of any Assessments levied by the Association against such Contributing Lot and for any Late Charges relating thereto.

B. Collection of Assessments: Each Owner by acceptance of the deed or other instrument of conveyance conveying a Lot whether or not it shall be so expressed in such deed or instrument, shall be obligated and deemed to consent to pay to the Association all Assessments and Late Charges relating thereto in accordance with the provisions of Parkland Homes at Addison Estates Documents.

C. Establishment of Liens: Any and all Assessments levied by the Association in accordance with the provisions of this Declaration or the other Parkland Homes at Addison Estates Documents and Late Charges relating thereto are hereby declared to be a charge and continuing lien upon the Contributing Lot against which such Assessments are made. Said lien shall be effective after the recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by said lien, the party making payment shall be entitled to an instrument in recordable form of the satisfaction of the lien. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any Late Charges relating thereto shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Contributing Lot by an Institutional Mortgagee, unless such mortgage was recorded subsequent to the recordation of a claim of lien for unpaid Assessments in which event such mortgage will be subordinate to said recorded claim of lien for unpaid Assessments. Any Institutional Mortgagee or purchaser from an Institutional Mortgagee obtaining title to a Contributing Lot as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, its successors or assigns shall not be liable for the share of Assessments or Late Charges pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed given in lieu thereof, unless the Assessment and/or Late Charges against the Contributing Lot in question are secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed was given in lieu of foreclosure. The unpaid share of Assessments shall be collectible from all Contributing Lot Owners as provided in Paragraph VII.F hereof.

D. Collection of Delinquent Assessments: In the event any Contributing Lot Owner shall fail to pay any Assessments to the Association within fifteen (15) days after the date same becomes due, then the Association, acting through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association at law or equity:

1. To charge Late Charges on such Assessment(s) from the date such Assessment becomes due;

2. To accelerate the entire amount of any Assessments due from a Contributing Lot Owner in default for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments,

whereupon, the entire unpaid balance of the Assessment(s) due from the Contributing Lot Owner in default shall become due from such Owner upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice;

3. To advance on behalf of the Contributing Lot Owner in default all funds necessary to accomplish the needs of the Association up to and including the full amount for which such defaulting Contributing Lot Owner is liable to the Association and the amount so advanced, together with Late Charges relating thereto, may be collected by the Association and such advance by the Association shall not waive the default;

4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property;

5. To file an action at law to collect said Assessment(s) due from the Contributing Lot Owner(s) in default plus Late Charges relating thereto without waiving any lien rights or rights of foreclosure of the Association.

E. Collection by Declarant and Reimbursements to Declarant: In the event for any reason the Association shall fail to collect the Assessments, the Declarant shall have the right but not the obligation to: (i) lend such sums to the Association as the Association could have lent as set forth above or to expend such funds directly on behalf of the Association; and (ii) collect Assessments and, if applicable, any such sums advanced by the Declarant; using the remedies available to the Association as set forth above which remedies (including, but not limited to, recovery of Late Charges) are hereby declared to be available to the Declarant.

F. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement: Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Lot. Further, the Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Association Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. The Declarant and any Institutional Mortgagee paying overdue Association Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, reasonable Attorneys' Fees and Interest and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is entitled to receive such reimbursement or to the Declarant, as the case may be.

ARTICLE VIII
METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Individual Lot Assessments: Individual Lot Assessment: The total anticipated Association Expenses for each calendar year shall be set forth in a budget ("Budget") prepared and adopted by the Board after consideration of the current Association Expenses and the future needs of the Association including provisions for working capital, a "Reserve" (as hereinafter defined) for depreciation or deferred maintenance and any additional income and amounts to be collected from each Owner. The Budget shall be set forth no later than December 1 of the calendar year preceding the year for which the Budget is to be adopted. Except in the case of the Budget for the partial calendar year following the date of recordation of this Declaration which shall be adopted at the initial meeting of the Board, the Budget may be revised by the Board when it deems such revision

necessary or appropriate. The total anticipated Association Expenses (other than those Association Expenses which are properly the subject of a Special Assessment, or Individual Expense Assessment) shall be apportioned among the Contributing Lots as Individual Lot Assessments. The Individual Lot Assessment for each Contributing Lot shall be the quotient arrived at by dividing the total anticipated Association Expenses reflected by the Budget, other than those Association Expenses which are properly the subject of a Special Assessment or Individual Expense Assessment, by the total number of Contributing Lots.

B. Contributing Lots" Each Lot, together with the Dwelling Unit constructed thereon, if any, shall be a "Contributing Lot" on the first to occur of one of the following events:

- (a) Ten (10) days following the issuance of a certificate of occupancy by the appropriate governmental agency for the Dwelling Unit constructed on such Lot, if any; or
- (b) Six (6) months after the date such Lot was conveyed by the Declarant; provided, however, that if a Lot is conveyed by the Declarant to an Institutional Mortgagee by deed in lieu of foreclosure, such Lot shall not be deemed to be a Contributing Lot until six (6) months after the date such Lot is thereafter conveyed by the Institutional Mortgagee which has acquired title to such Lot.

Notwithstanding the foregoing, a Lot shall be a Contributing Lot with respect to any Individual Expense Assessments levied against the Owner(s) thereof, immediately upon conveyance by Declarant of such Lot.

C. Assessment Payments: The Individual Unit Assessments may, in the sole discretion of the Board, be payable in advance either in monthly or quarterly installments. If the Individual Unit Assessments are payable in monthly installments, each monthly installment shall be due in advance on the first day of each month. If Individual Unit Assessments are payable in quarterly installments, then quarterly installments shall be due and payable in advance on each January 1st, April 1st, July 1st and October 1st. When a new Contributing Lot ("New Contributing Lot") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Lots in existence at the time of such Assessment prorated from the date the New Contributing Lot comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Contributing Lot came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

D. Special Assessments: Special Assessments include, in addition to Assessments designated as Special Assessments in this Declaration, (i) costs which do not occur yearly whether or not for a cost or expense included within the definition of Association Expenses, (ii) those Assessments where are levied for capital improvements which include the costs (whether in whole or in part) of reconstructing or replacing such Improvements, and (iii) the costs to Contributing Lot Owners of Assessments that other Contributing Lot Owners fail or refuse to pay in accordance with Paragraph VII.F hereof. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment; provided, however, that no Contributing Lot owned by the Declarant shall be subject to any Special Assessment for capital improvements without the prior written consent of the Declarant. Any Contributing Lot owned by the Declarant which is not subject to a Special Assessment shall not be deemed to be a Contributing Lot in determining the respective amount of such Special Assessment being assessed against the Contributing Lots subject thereto. Special Assessments shall be paid in a lump sum or installments as the Board shall, from time to time, determine.

E. Individual Expense Assessments: Individual Expense Assessments include any Assessment(s) levied against any Owner(s) or by any such Owner's family members, guests and invitees or lessees and their family members,

BR 2160216 U 141

guests and invitees whose compliance with Parkland Homes at Addison Estates Documents including, but not limited to, Dwelling Units and any other Improvements or personal property contained thereon is not in conformance with the standards set forth in this Declaration, the Rules or the other Parkland Homes at Addison Estates Documents, or as adopted from time to time by the Board, which causes the Board or Declarant to incur additional costs and expenses which would not have been incurred if the Owner(s) or the Owner's family members, guests, invitees or lessees and their family members, guests and invitees had been in compliance with the foregoing ("Noncompliance"). The amount of the Individual Expense Assessment(s) shall be equal to any such additional costs incurred. The Individual Expense Assessment and any Late Charges relating thereto shall be assessed against the Owner in Noncompliance and shall be collected and enforced in the same manner as any other Assessments provided in this Declaration.

The Association agrees to reimburse Declarant for any costs incurred by Declarant, including Attorneys' fees, as a result of such Noncompliance, out of funds received by the Association from the Individual Expense Assessments levied therefor.

Notwithstanding anything to the contrary contained herein, it is recognized and declared that Individual Expense Assessments shall be in addition to, and not a part of, any other Assessment, and any such Individual Expense Assessment assessed against an Owner shall be paid by such Owner(s) in addition to any other Assessment(s).

F. Liability of Contributing Lot Owners for Assessments: By the acceptance of a deed or other instrument of conveyance of a Lot, each Owner thereof acknowledges and agrees that each Contributing Lot, and the Owners thereof, are jointly and severally liable for their respective Individual Lot Assessment, Individual Expense Assessment and any applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Lots for the Association Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Lot Owner for himself and his heirs, executors, successors and assigns that, in the event any Contributing Lot Owner fails or refuses to pay his Individual Lot Assessment or any portion thereof or his respective portion of any Special Assessment, or other Assessment, then the other Contributing Lot Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such Contributing Lot Owner, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association, the Declarant and Institutional Mortgagees in the same manner as all other Assessments hereunder as set forth in this Declaration.

G. Working Capital Contribution: The initial purchaser of each Lot subsequent to the issuance of a Certificate of Occupancy for such Lot, shall pay at closing to the Association a working capital contribution ("Capital Contribution") in the amount set forth in the purchase and sale agreement executed by such initial purchaser, but not less than the total annual Individual Lot Assessment for the year of conveyance. If such initial purchaser of the Lot is an Institutional Mortgagee, then such Institutional Mortgagee shall not be required to pay at closing a Capital Contribution, but the initial purchaser from such Institutional Mortgagee shall be required to make the Capital Contribution. If the Declarant reacquires a Lot which has been conveyed to a purchaser, the purchaser to whom the Declarant next conveys legal title shall not be required to make the Capital Contribution. The Association shall maintain the Capital Contributions in a segregated interest bearing account for use as a working capital account, to meet unforeseen expenditures or to acquire equipment or services deemed necessary or desirable by the Board. Capital Contributions are not advance payments of Assessments. Future Assessments for Association Expenses levied against a Lot shall be payable without any reduction for the Capital Contributions which have been paid with respect to the Lot. Notwithstanding the above, if prior to conveyance of a Lot to a purchaser the Declarant has made a Capital Contribution to the Association on behalf of the Lot to be conveyed, upon

conveyance by the Declarant to a purchaser of that Lot, the purchaser shall reimburse the Declarant in an amount equal to the Capital Contribution paid by the Declarant to the Association and the purchaser shall have no obligation to the Association for payment of the Capital Contribution. In the event the Capital Contribution is not paid to the Association when due, the Association may collect such Capital Contribution as an Individual Expense Assessment against the Lot for which no Capital Contribution has been paid.

ARTICLE IX
ASSOCIATION EXPENSES,
CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses for the Association are hereby declared to be Association Expenses which the Association is obligated to assess and collect and which the Contributing Lot Owners are obligated to pay as provided for herein or as may be otherwise provided in Parkland Homes at Addison Estates Documents.

A. Taxes: Any and all taxes and tax liens which may be levied or assessed at any time upon or against the Association or against any and all personal property and improvements now or hereafter owned by the Association, by any and all taxing authorities including, but not limited to, income taxes, employee taxes and all other taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, including any interest, penalties and other charges which may accrue thereon.

B. Utility Charges: All charges levied for utilities providing services to the Association whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

C. Insurance: The premiums on the policy or policies of insurance which the Association, in its sole discretion, determines to obtain; provided, however, that except as provided in Paragraph VIII C.8 hereof, the Association shall obtain and maintain at least the following types of insurance coverage assuming same are available:

1. Adequate fidelity coverage to protect against dishonest acts on the part of officers, the Board, and employees of the Association and all others who handle or are responsible for handling funds of the Association or to whom such responsibility is delegated (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

- (a) Such bonds shall name the Association as an obligee;
- (b) Such bonds shall be written in an amount equal to at least twenty-five percent (25%) of the estimated annual Association Expenses plus all reserve funds held by the Association; and
- (c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

2. Officer and Director liability insurance, if available, and if determined by the Board to be required or beneficial for the protection of the members of the Board, and the officers of the Association.

3. Such other forms of insurances and coverages and in such amounts as the Board shall determine to be required or beneficial in the best interests of Parkland Homes at Addison Estates or the Association.

4. All policies of insurance or fidelity bonds required to be obtained by the Association pursuant to this Article IX shall provide that they may not be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association. All policies of insurance and fidelity bonds required to be obtained by the Association shall be from generally acceptable insurance carriers and the insurance carriers must also be acceptable to the Federal National Mortgage Association and Federal Home Loan Mortgage Association.

5. Notwithstanding the foregoing, in the event the Board determines that the cost for insurance or fidelity bonds required to be obtained by the Association pursuant to this Article VIII is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue the coverage.

D. Any and all expenses necessary to:

1. maintain, repair and replace all signs, including, but not limited to, street, directional and informational signs installed or placed on any portion of the Property by the Declarant or by the Association which are not maintained, repaired and replaced by the City, the County, the State of Florida, or by any other applicable governmental body or agency; and

2. maintain and operate a general security system, if any, in Parkland Homes at Addison Estates including, but not limited to, a vehicular or walk-through roving patrol.

E. Administrative and Operational Expenses: The costs of administration of the Association in the performance of its functions and duties under the Parkland Homes at Addison Estates Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or any otherwise-related entity of the Declarant) to perform or assist in the performance of certain obligations of the Association under the Parkland Homes at Addison Estates Documents and the fees or costs of any management company or contractor so retained shall be deemed to be an Association Expense.

F. Indemnification: The Association covenants and agrees that it will indemnify and hold harmless the Declarant for any expense the Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of the Declarant under any of the Parkland Homes at Addison Estates Documents or compelling the specific enforcement of the terms, conditions, and covenants contained in any of Parkland Homes at Addison Estates Documents to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Paragraph shall be an Association Expense, and may be the subject of a Special Assessment.

G. Failure or Refusal of Contributing Lot Owners to Pay Assessments: Funds needed for Association Expenses due to the failure or refusal of Contributing Lot Owners to pay Assessments levied shall, themselves, be deemed to be Association Expenses and may properly be the subject of a Special Assessment subject to the limitations set forth in Paragraph VII hereof.

H. Extraordinary Items: Extraordinary items of expense under the Parkland Homes at Addison Estates Documents such as expenses due to casualty losses and other extraordinary circumstances may be the subject of a Special Assessment subject to the limitations set forth in Paragraph VII hereof.

I. Special Assessments - Capital Improvements: Special Assessments needed for capital improvements in excess of One Hundred Dollars (\$100.00) per Contributing Lot must be approved by the affirmative vote of a majority of all Owners who are present in person or by proxy at a regular or special

PK 21602 PG 0250

meeting of the Association or be approved in writing by the Owners entitled to cast a majority of the votes of all of the Owners.

J. Miscellaneous Expenses: All expenses pertaining to or for the benefit of the Association or fulfilling any of its obligations or responsibilities pursuant to this Declaration or the other Parkland Homes at Addison Estates Documents, not herein specifically enumerated and which are determined to be an appropriate item of Association Expense by the Board shall be an Association Expense.

ARTICLE X
GENERAL PROVISIONS

A. Lawful Use of the Property: Each portion of the Property will be subject to and the Association and each Owner shall conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City and any and all other governmental and public authorities and boards or officers of the same relating to the Property, any Improvements thereon, or the use thereof and no illegal purpose or use shall be permitted on the Property.

B. Incorporation of Parkland Homes at Addison Estates Documents: Any and all deeds conveying a Lot(s) or any other portion of the Property shall conclusively be presumed to have incorporated therein all of the terms and conditions of the applicable Parkland Homes at Addison Estates Documents including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of Parkland Homes at Addison Estates Documents is specifically set forth therein by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be an acceptance by such grantee of all of the terms and conditions of Parkland Homes at Addison Estates Documents.

C. Notices: Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the personal delivery or the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of any Dwelling Unit owned by such Owner; and (ii) the Association, at 10111 N.W. 23rd Street, Coral Springs, Florida, 33065, or at such other address as the Association shall hereafter notify the Declarant and the Owners of in writing; and (iii) the Declarant, at 10111 N.W. 23rd Street, Coral Springs, Florida, 33065, or such other address or addresses as the Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in the Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for the Declarant as reflected by the Association records.

D. Rights of Institutional Mortgagees: Upon receipt by the Association from any Institutional Mortgagee of a copy of the recorded mortgage held by such Institutional Mortgagee encumbering a Lot, together with written request from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee the following (until the Association receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

- (i) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot;
- (ii) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot;
- (iii) Thirty (30) days prior written notice of the cancellation or termination by the Association of any fidelity bonds of the Association as required pursuant to Paragraph IX.C hereof,

as well as copies of any notices of cancellation received by the Association with respect thereto;

(iii) Written notice of any material amendment to, or the abandonment or termination of this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(iv) Written notice of any failure by an Owner owning a Lot encumbered by a first mortgage held by such Institutional Mortgagee to perform such Owner's obligations under the Parkland Homes at Addison Estates Documents including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days. The failure of the Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereon.

E. Enforcement: The covenants and restrictions contained herein or in any of Parkland Homes at Addison Estates Documents may be enforced by the Declarant, by the Association, by any Owner(s), and by any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity including, but not limited to, damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any of the covenants, restrictions or provisions hereunder. The failure of any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Attorneys' Fees.

F. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter of any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

G. Context: Wherever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

H. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event any of the provisions of this Declaration shall have more than one interpretation, one (or more) of which is deemed invalid by a court of competent jurisdiction, said provision(s) shall remain in full force and effect given only such interpretation(s) as are judicially determined to be valid. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Amendment and Modification: The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, except as hereinafter provided in this Paragraph I, all amendments or modifications may be made by the Declarant without the requirement of the Association's consent or the consent of the Owners; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request. Notwithstanding the foregoing, no amendment which materially and adversely affects the general plan of development for Parkland Homes at Addison Estates shall be adopted in accordance with the provisions of Paragraph X.I.1 hereof, but, instead, will be adopted in accordance with the provisions of Paragraph X.I.2 hereof.

2. After the Turnover Date, this Declaration may be amended (1) by the consent of the Owners of Lots entitled to cast a majority of the votes of the members of the Association, together with (ii) the approval or ratification by a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of a scrivener's error(s) or other nonmaterial change(s) may be made by the Declarant alone until the Turnover Date and thereafter by the Board without the consent of the Owners.

4. Notwithstanding the foregoing provisions of this Paragraph I, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant or of any Institutional Mortgagee under this Declaration or under the other Parkland Homes at Addison Estates Documents without the specific written approval of the Declarant or the Institutional Mortgagee affected thereby. Additionally, the approval of the Owners of at least sixty-seven percent (67%) of the Lots and the Institutional Mortgagees owning fifty-one percent (51%) of the mortgages encumbering Lots which are encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto, which establish, provide for, govern or regulate any of the following: (i) the method of determining the obligations, Assessments, liens, subordination of such liens, or other charges levied against any Owner; (ii) leasing of Lots; and (iii) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot.

5. A true copy of any amendment to this Declaration shall be sent first class mail (herein called the "Mailing") by the Association to the Declarant and to all Institutional Mortgagees requesting notice pursuant to Paragraph X.D. hereof. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by the Declarant and all Institutional Mortgagees.

J. Term: This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein including, without limitation, the provisions for Assessment shall run with and bind all portions of the Property and inure to the benefit of the Declarant, the Association, all Owners, all Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument ("Termination Instrument") executed by the Owners of at least two-thirds (2/3) of all Lots and executed by the Institutional Mortgagees holding at least two-thirds (2/3) of all first mortgages (by number and not by unpaid

BK2160270253

amount thereof) encumbering at least two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees agreeing to terminate this Declaration, in which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

K. Availability of Parkland Homes at Addison Estates Documents: The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances to owners, prospective purchasers of Lots, Institutional Mortgagees and the holders, insurers, guarantors or servicers of a first mortgage encumbering any Lot, current copies of this Declaration, the Articles, the Bylaws, and other books, records and financial statements of the Association, including the most recent annual audited financial statement of the Association, if one has been prepared.

L. Free Transferability: The right of any Owner to sell, transfer, or otherwise convey his Lot is not subject to any right of first refusal or similar restriction contained in Parkland Homes at Addison Estates Documents and no such provision shall be included in the Parkland Homes at Addison Estates Documents.

M. Interpretation: In the event of a conflict between the provisions of this Declaration and the provisions of the Articles and/or the Bylaws, the provisions of this Declaration shall control. In the event of a conflict between the provisions of this Declaration and the provisions of the Covenants Declaration, the provisions of the Covenants Declaration will control and be superseding, unless the provisions of this Declaration are more restrictive than the provisions of the Covenants Declaration.

N. The Association shall assume and be subject to the Declarant's and/or Grantee's obligations under that certain Declaration of Restrictions and Protective Covenants for Blocks A, B and C Addison Courts dated December 29, 1992 and recorded in Official Records Book 2021, at Page 761 of the Public Records of Broward County, Florida.

ARTICLE XI
TRANSFER OF UNIMPROVED LOTS

A. Declarant's Right of First Refusal: Except for sales and transfers made by Declarant, no Lot and no interest therein upon which a Dwelling Unit has not been constructed and a certificate of occupancy issued therefor shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Declarant and Declarant has waived, in writing, its right to purchase said Lot.

1. Notice to Declarant. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Declarant notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and the Proposed Contract ("Exercise Period"), Declarant shall either waive exercise of its right of first refusal or exercise its right of first refusal by delivering to the Owner an agreement to purchase the Lot upon the following terms:

(a) The price to be paid shall be the lesser of: (i) the consideration contained in the Proposed Contract; or (ii) the amount of the original purchase price for such Lot paid by the Owner. The terms of payment shall be that stated in the Proposed Contract;

(b) The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Declarant shall fail to exercise its right of first refusal during the Exercise Period, then the Declarant's right of first refusal shall be deemed to have been waived.

2. Certificate of Waiver. If Declarant shall elect to waive its right of first refusal or shall fail to exercise said right during the Exercise Period, then Declarant's waiver shall be evidenced by a certificate executed by Declarant in recordable form which Declarant shall deliver to the

Proposed Contract purchaser who shall record such certificate amongst the Public Records of the County.

3. Unauthorized Transactions. Any sale of a Lot or any interest therein, upon which a Dwelling Unit has not been constructed and a certificate of occupancy issued therefor, without notice to Declarant and without waiver of Declarant's right of first refusal as aforesaid shall be void.

4. If Owner is a corporation, a general partnership or a limited partnership, the sale of a majority of the shares of the corporation or a sale of a majority of the partnership interests in the general or limited partnership shall constitute a transfer for purposes of this Article.

B. Exceptions: This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust or any governmental authority whether federal, state, county or municipal authority which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Declarant as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale or any Lot upon which a Dwelling Unit has been constructed and for which a certificate of occupancy has been issued therefor, even if such Dwelling Unit has been subsequently destroyed and/or demolished. Also, this Article shall not apply to a transfer of a Lot by an Owner to an entity which is more than fifty percent (50%) owned and controlled by such Owner and/or by the same entities owning and controlling such Owner.

ARTICLE XII
ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES

A. Owner to Obtain Approval: No Owner shall make any improvement or exterior alteration to the Owner's residence (collectively the "Improvement") and no Owner shall apply for any governmental approval or building or other permit for any Improvement, unless the Owner first obtains the written approval of the Improvement from the Approving Party. Notwithstanding anything contained herein to the contrary, Declarant, and not the Association, shall be the "Approving Party" and shall have the right to exercise architectural control with respect to the initial construction of any Improvements by any builder or developer.

B. Approving Party's Consent: Any request by an Owner for approval by the Approving Party to any Improvement shall be in writing and shall be accompanied by plans and specifications or such other details as the Approving Party may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed Improvements. If the Approving Party deems the plans and specifications deficient, the Approving Party may require such further detail in the plans and specifications as the Approving Party deems necessary in connection with its approval of same including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the Approving Party may postpone review of any plans submitted for its approval. The Approving Party shall have the right to charge a reasonable fee in connection with the approval of any request and to pay for the cost of any architect or engineer hired by the Approving Party to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any Lot or Dwelling Unit, but may be withheld due to aesthetic considerations. The Approving Party shall notify the Owner of its approval or disapproval, or that the

BK21602160255

Approving Party requires additions to the plans and specifications, by written notice within thirty (30) days after the request for such approval is made in writing to the Approving Party, and in the event the Approving Party fails to disapprove any request within such 30 day period, the request shall be deemed approved and, upon request, the Approving Party shall give written notice of such approval. In consenting to any proposed Improvement, the Approving Party may condition such consent upon changes being made. If the Approving Party consents to any Improvement, the Owner may proceed to make the Improvement in strict conformance with the plans and specifications approved by the Approving Party, and subject to any conditions of the Approving Party's approval.

C. Architectural Guidelines and Criteria: The Approving Party may adopt and modify from time to time, in its sole discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any Improvement which has been constructed in accordance with the provisions of this Declaration and which was properly approved when constructed.

D. Inspections: Upon completion of any Improvement, the Owner shall give written notice of the completion of same to the Approving Party. Within 20 days thereafter, the Approving Party shall inspect the Improvement, and if the Approving Party finds that the Improvement was not completed in conformance with the approved plans and specifications, it shall notify the Owner in writing of such non-compliance within said 20 day period, specifying the particulars of such non-compliance, and within 20 days thereafter the Owner shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the Owner shall again give the Approving Party notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the Approving Party fails to notify the Owner of any deficiencies within 20 days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to have been completed in accordance with the approved plans and specifications.

E. No Liability: The Approving Party shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or with respect to the approval or disapproval of any Improvement. Any approval of any plans or specifications by the Approving Party shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Approving Party, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Approving Party shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications. If the Approving Party approves any Improvement, same shall not require the Approving Party, or any subsequent Approving Party to approve any similar Improvement in the future, and the Approving Party shall have the right in the future to withhold approval of similar Improvements, requested by any other Owner.

F. Remedy for Violations: In the event these provisions relating to architectural control are violated in that any Improvement is made without first obtaining the approval of the Approving Party, or is not made in strict conformance with any approval granted by the Approving Party, the Approving Party shall have the right to remove the Improvement constructed in violation of these provisions for architectural control and/or shall have the right to injunctive relief to require the Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the Approving Party, or the Approving Party may pursue any other remedy available to it. All funds expended in causing the removal of the Improvement constructed in violation of these provisions for architectural control may, at the option of the Approving Party, be secured by a mechanic's lien filed by the Approving Party against the Lot owned by the Owner constructing the violative Improvement, which mechanic's lien may be enforced in accordance with the provisions of Florida Mechanic's Lien Law. In connection with the enforcement of this section, the Approving Party shall have the right to enter onto

BK 21602160250

any Lot and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the Approving Party to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the Approving Party's right to enforce the provisions of this section. Any action to enforce this section must be commenced within 1 year after notice of the violation by the Approving Party, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration. Notwithstanding anything contained within this Declaration to the contrary, the Approving Party shall have the exclusive authority to enforce the provisions of this paragraph.

G. Compliance with Governmental Requirements: In addition to the foregoing requirements, any Improvement made by an Owner must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the Approving Party to any Improvement may be made conditioned upon the Owner obtaining a building permit for same, or providing the Approving Party with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner shall not proceed with any Improvement until such building permit or evidence that a building permit is not required is submitted to the Approving Party.

H. Certificate: At the request of any Owner, the Association shall issue, without charge, a written certification that the Improvements located upon the Owner's Lot are not in violation of the provisions of this Paragraph.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant and the Association on the respective dates set forth below.

Signed, Sealed and Delivered
in the Presence of:


Richard H. Bergman

DECLARANT:

PARKLAND HOMES AT ADDISON ESTATES,
a Florida General Partnership

By: Remcon Addison, Inc., a Florida
corporation, a General Partner

By: 
Lewis Moscovitch President

Dated: December 17, 1993

1011 NW 23rd Street
Coral Springs, FL 33065

BK21602760257

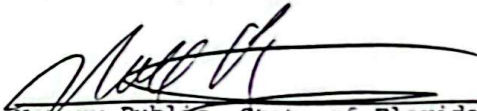
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared LEWIS MOSCOVITCH as President of REMCON ADDISON, INC., a Florida corporation, a General Partner of PARKLAND HOMES AT ADDISON ESTATES, a Florida General Partnership, before me, who is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1993.

My Commission Expires:





Notary Public, State of Florida
MICHAEL BEDZOW
Print Name:

EK216UC16UC00

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 29, inclusive, Block A; Lots 1 through 10, inclusive, Block B; and Lots 1 through 10, inclusive, Block C of ADDISON COURT, according to the plat thereof, recorded in Plat Book 151, at Page 43, of the Public Records of Broward County, Florida.

BK21602PC0259

JOINDER AND CONSENT OF MORTGAGEE

SUN BANK/MIAMI, NATIONAL ASSOCIATION, a National Banking Association, the holder of that certain First Mortgage and Security Agreement dated December 17, 1993, and recorded December 17, 1993, in Official Records Book 21528, Page 313 of the Public Records of Broward County, Florida (the "Mortgage"), hereby joins in and consents to the execution and recording of the Declaration of Covenants and Restrictions for PARKLAND HOMES AT ADDISON ESTATES attached hereto (the "Declaration").

By execution of this Joinder and Consent of Mortgagee, SUN BANK/MIAMI, NATIONAL ASSOCIATION, a National Banking Association hereby subordinates the lien of the Mortgage to the covenants and restrictions set forth in the Declaration as same may be hereinafter amended from time to time.

IN WITNESS WHEREOF, this Joinder and Consent of Mortgagee has been executed this 17th day of December, 1993.

Witnesses:

[Signature]
Type Name: Richard W. Benson
Benson
Type Name: Bia Marsellos

SUN BANK/MIAMI, NATIONAL ASSOCIATION, a National Banking Association

By: [Signature]
Name: Robert E. Hummel
Title: Vice President
Address: 777 Brickell Avenue
Miami, Florida

BK21602RG0225

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17th day of December, 1993 by Robert E. Hummel as VP of SUN BANK/MIAMI, NATIONAL ASSOCIATION, a National Banking Association, on behalf of the Association, who is personally known to me or who has produced _____ for identification, and who did/did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: Richard W. Benson

My Commission Expires:



NEL 2386-16/12132/1293
This Instrument Was Prepared by
MICHAEL BEDZOW, ESQ.
BEDZOW, KORN, KAN & GLASER, P.A.
P.O. Box 8020
Hallandale, FL 33008

FILED
1993 JUL 21 PM 1:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

PARKLAND HOMES AT ADDISON ESTATES
HOMEOWNER'S ASSOCIATION, INC.

A NONPROFIT CORPORATION

We, the undersigned, with other persons being desirous of forming a nonprofit corporation, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I.

The name of the corporation shall be:

PARKLAND HOMES AT ADDISON ESTATES
HOMEOWNER'S ASSOCIATION, INC.

The address of the principal office of this corporation shall be C/O Bedzow Korn Kan and Glaser, Post Office Box 8020, Hallandale, Florida 33008, and the mailing address of the corporation shall be the same.

ARTICLE II.

The general purpose of the business or businesses to be transacted by this corporation, together with and in addition to the authority and powers conferred by the laws of the State of Florida shall be a Homeowner's Association.

EXHIBIT B

BK 21602FC0260

ARTICLE III.

The manner in which the directors are to be elected or appointed is as stated in the bylaws.

ARTICLE IV. DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. This corporation shall have one Director, initially. The names and addresses of the initial members of the Board of Directors are:

Lewis Moscovitch 5700 Northwest 61st Place
Dir. Parkland, Florida 33067

ARTICLE V. OFFICERS

The names and addresses of the initial officers of the corporation who shall hold office for the first year of the corporation, or until their successors are elected or appointed are:

Lewis Moscovitch 5700 Northwest 61st Place
Pres./Sec./Treas. Parkland, Florida 33067

BK21602PG0261

ARTICLE VI.

The name and address of the incorporator of these Articles is:

Corporation Information Services, Inc.
1201 Hays Street
Tallahassee, Florida 32301

ARTICLE VII.

This corporation is to exist perpetually.

ARTICLE VIII.

The street address of the initial registered office of the corporation shall 20803 Biscayne Boulevard, Suite 200, Aventura, Florida 33180, and the name of the initial registered agent of the corporation at that address is Michael Bedzow.

IN WITNESS WHEREOF, the undersigned agent of Corporation Information Services, Inc., has hereunto set their hand and seal of Corporation Information Services, Inc. on July 21, 1993.

Corporation Information Services, Inc.

By: Karen B. Rozar
Its Agent, Karen B. Rozar

BK21602PG0262

FILED
1993 JUL 21 PM 1:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT
DESIGNATED IN THE ARTICLES OF INCORPORATION

MICHAEL BEDZOW , an individual residing in this state having a business office identical with the registered office of the corporation named below, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation of:

PARKLAND HOMES AT ADDISON ESTATES HOMEOWNER'S ASSOCIATION, INC.

is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

By: _____

NAME: MICHAEL BEDZOW

BK21602PG0263

BYLAWS
OF
PARKLAND HOMES AS ADDISON ESTATES HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit

1. GENERAL PROVISIONS.

1.1 Identity. These are the BYLAWS of PARKLAND HOMES AS ADDISON ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, 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.

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. Prior to 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).

EXHIBIT C

BK 21602PG0264

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 a 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.

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 on 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.

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 meetings 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

BK21602PG0266

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 once each year at a time and place to be determined 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 Meetings. 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 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 to 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,

BK21602PG0267

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 roll 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;
- 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 of a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number 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 Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

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 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 organizational meeting shall be necessary.

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

BR 21-60
RD 21-60
GD 21-60

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 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 roll;
- 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.

5.15.2 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

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers 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 Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall 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

owner, 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 provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision 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 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. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the ASSOCIATION from ASSESSMENTS may be deposited 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

BR 21 50 22 FC 14

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.

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 is entitled to appoint a majority of the directors, the DECLARANT 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 owns any LOT, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

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

approved 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.

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 SUBJECT PROPERTY is located.

9.7 Any amendment made by DECLARANT and any amendment made by the members prior to the completion of 75% of the UNITS that may be constructed within the SUBJECT PROPERTY, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirement of any INSTITUTIONAL LENDER so that such lender will make, insure or guaranty mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

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.

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

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 provisions 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

BR 21602 PG 0276

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 17th day of December, 1993.

BY: _____



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

NBL/2384-12/4938.01

BK21602Pg0277