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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
EAST LAKES IN PEMBROKE PINES

THIS DECLARATION, made on the date hereinafter set forth by DCA HOMES, INC., a Florida corporation hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of the real property described on Exhibit A annexed hereto and intends to develop community to be known by the name EAST LAKES IN PEMBROKE PINES; and

WHEREAS, in order to develop the community named above and preserve the values and amenities of such community, it is necessary to declare and subject such real property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the land described in Exhibit A annexed hereto shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the land described in Exhibit A annexed hereto and be binding on all parties having any right, title or interest in the applicable land or any part thereof, their heirs, successors and assigns and shall inure to the property of each owner thereof. This Agreement and the terms and provisions this Agreement are sometimes referred to as "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions".

ARTICLE I  
DEFINITIONS

THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS  
DECLARATION SHALL HAVE THE FOLLOWING MEANINGS –

1. "Association" shall mean and refer to the EAST LAKES IN PEMBROKE PINES Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns, I which corporation's name appears at the end of this Declaration as "Association". The Association is the entity responsible for the operation of this development and has the authority to exercise the functions herein provided.
2. "Owner", "Unit Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, I of the fee simple title to any Lot or Unit within the area described in Exhibit A-1 annexed hereto.
3. "Common Property" or "Common Properties" shall mean and refer to the areas of land designated as such as described in Exhibit A-2 attached hereto, It is the intention of the Developer to designate portions of the property described in Exhibit A and A-1 as common Property and to convey fee simple title to such Common Property to the Association as hereinafter provided. The Developer may designate portions of Water Management Tracts which abut lots and entire Water Management Tracts and buffer areas of land and other areas of land as Common Property. Common Property may be land or land under water, i.e., lakes or waterways or portions thereof which are Water Management Tracts.
4. "Water Management Tracts" shall mean those areas designated as such on the real property described in Exhibit A-1 attached hereto. Each Water Management Tract shall be designated by the letter "L" and a number. The Association shall be responsible for the Water Management Tracts as hereinafter provided. Water Management Tracts are lakes or portions thereof.
5. "Lot" shall mean and refer to the lots described in Exhibit A hereto and any additions thereto.
6. "Unit" or "Dwelling Unit" shall mean and refer to each unit situated on a lot or lots.
7. "Developer" shall mean DCA HOMES, Inc., a Florida corporation, its successors and assigns.
8. "Board" shall mean the Board of Directors of the Association.
9. "Articles" shall mean the Articles of Incorporation of the Association.

10. "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants and Restrictions.

11. "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the lots and units and the owners thereof.

12. "Occupant" shall mean the person or persons other than the unit owner in possession of the unit.

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

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

15. "Block" shall mean and refer to a group of contiguous lots described in Exhibit A-1 hereto as group and any additions thereto.

## ARTICLE II-A

### LOTS, UNITS, COMMON PROPERTIES AND WATER MANAGEMENT TRACTS COVENANTS AND RULES AND REGULATIONS

#### **1. USE RESTRICTIONS.**

(a) Lots must be owned ~~only~~ by a single family, used as a single family residence, and except as provided in Paragraph 1(b) below and Article II-A, Paragraph 19, occupied by the same single family that owns the Lot. No separate part of a Lot can be rented and no transient (as defined in Chapter 509, Florida Statutes) can be accommodated therein for compensation or commercial purpose. As used in this Declaration, the Articles of Incorporation, and the Bylaws, all as amended or renumbered from time to time (the "Governing Documents"), "family", "single family", or words of similar import are defined as not more than two (2) unrelated persons living together as a single housekeeping unit, or two (2) or more persons related by blood, marriage, or adoption and living together as a single housekeeping unit. Permanent occupancy is defined as living on the Lot as a sole or primary residence, residing on the Lot for a larger prorata portion of time than any other residence, or residing on the Lot for more than sixty (60) consecutive days. All permanent occupants, whether owners, tenants, or others, must complete an occupancy form, obtained from the Board of Directors (an "HOA Occupancy Form") prior to becoming a permanent occupant or, for permanent occupants



existing on the date this amendment is recorded, the HOA Occupancy Form must be completed within thirty (30) calendar days after this amendment is recorded. In the event there is any material change to the information contained on the HOA Occupancy Form, the permanent occupant is required to update the HOA Occupancy Form within seven (7) calendar days from the date of the material change. Failure to timely complete or update an HOA Occupancy Form is a material breach of this Declaration. In the event a Lot is intended to be or is actually occupied by an Owner and a non-owner, the Owner must be the primary occupant of the Lot and must occupy the Lot for as much or more time per calendar year as the non-owner. Any non-owner occupying the Lot for sixty (60) days in the absence of the Owner, or any guest occupying the Lot in violation of the guest restrictions in subsection (b) below, is deemed the primary occupant of the Lot, in violation of this provision, and must vacate the Lot, unless the Lot is leased in accordance with the leasing restrictions contained in the Governing Documents.

(b) Guest Occupancy. A “guest” is defined as a person who enters upon the Lot at the invitation of an Owner or tenant, (or their respective families) for the purpose of visiting the Owner or tenant (or their respective families), or utilizing the Lot. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(i) Non-Overnight Guests When Tenant or Owner is Absent. Tenants and Owners are prohibited from having non-overnight guests when the Tenant or Owner is absent from the Lot unless the non-overnight guest is registered with the Association by the tenant or owner prior to the non-overnight guest occupying the Lot. The Association can restrict or prohibit guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

(1) An Owner can have a non-overnight guest in the absence of the Owner for a maximum aggregate of seven (7) days in each calendar month, for an aggregate duration of not more than sixty (60) days per calendar year. It is the intent of this provision that once any non-overnight guest or combination of non-overnight guests visits for a combined total of seven (7) days in a calendar month, the owner cannot have any non-overnight guest in the absence of the owner until the commencement of a new calendar month. It is the intent of this provision that once any non-overnight guest or combination of non-overnight guests visits for a combined total of thirty (30) days in a calendar year, the Owner cannot have any non-overnight guest visit in the absence of the Owner until the commencement of a new calendar year.

(ii) Overnight Guests When Owner or Tenant is in Residence. Owners and tenants can have overnight guests, so long as the Owner or tenant is in simultaneous residence. The Association can restrict or prohibit guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

(iii) Overnight Guests in the Absence of the Tenant or Owner. Tenants are prohibited from having overnight guests in the absence of the tenants' simultaneous residence. Owners can have overnight guests in the absence of the Owner, subject to the following conditions and such other rules and regulations as deemed necessary by the Board to effectuate the residential, non-transient nature of this Association. The Association can restrict or prohibit guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

(1) An Owner can have an overnight guest in the absence of the Owner for a maximum aggregate of seven (7) days in each calendar month, for an aggregate duration of not more than sixty (60) days per calendar year. It is the intent of this provision that once any guest or combination of guests occupies a Lot for a combined total of seven (7) days in a calendar month, the owner cannot have any guest occupy the Lot overnight in the absence of the owner until the commencement of a new calendar month. It is the intent of this provision that once any guest or combination of guests occupies a Lot for a combined total of sixty (60) days in a calendar year, the Owner cannot have any guest occupy the Lot overnight in the absence of the Owner until the commencement of a new calendar year.

(iv) Guests Deemed Tenants. Any guest occupying or visiting a Lot contrary to the terms and conditions of this Declaration is deemed an illegal tenant, whether or not any consideration is being exchanged for the use of the Lot. Any guest deemed a tenant is also deemed disapproved, pursuant to the provisions of this Declaration. The Association can evict such guest/tenant, or bring any other legal or equitable action to have such guest/tenant removed from the property, in its own name and as the agent of the Owner, and to recover from the Owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action through all appellate levels, whether suit be brought or not, and/or to prohibit such

guests/tenants from accessing the property; accessing, utilizing, or occupying the Lot; or accessing or utilizing any of the common areas, Association-owned property or common facilities. The remedies provided for herein are cumulative and in addition to any other remedy the Association has against the Owner or guest/tenant.

**2. NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept in any Unit or on any Lot except such as are required for normal household use and same shall be kept within the unit. No unit owner shall permit or suffer anything to be done or kept in his unit or, where applicable, on his lot which will increase the rate of insurance as to other Lot and Unit Owners or to the Association.

**3. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time.

**4. SIGNS.** No sign of any kind (including "OPEN HOUSE" signs, except on Saturdays, Sundays and on all legal holidays), nor any advertisement of any kind shall be displayed to the public view on any Lot or Unit, or affixed to any post or pole on any Common Properties, or any Lot or Unit, except one sign advertising the Unit for sale or rent and having dimensions not greater than twelve inches (12") x eighteen inches (18") may be affixed to the fascia board, wood trellis, or inside window of a Unit. An Open House for the sale or rental of a Unit may only be held on Saturdays^ Sundays, or Legal Holidays. An initial fine of two hundred fifty (\$250.00) dollars shall be imposed upon any Unit Owner who violates the provisions of this Section, and said fine and any additional fines may be collected as set forth in Article II-A, Section 20, of this Declaration.

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

**6. LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind be raised, bred or kept on any Lot or in any Unit, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose

**7. GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Broward County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**8. WATER SUPPLY.** No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental authorities and approval of such system as installed shall be obtained from such governmental agencies.

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

**10. COMMON PROPERTIES.** There shall be no alteration, addition or improvement of the Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association. A Common Property may also be a Water Management Tract. However, all Common Property may be used for easements to all companies or entities offering utility and/or Cable Television services to any Lot and/or Unit to lay, construct, renew, alter, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into, over and through the Common Property and Developer expressly reserves the right to grant easements in, over and to any Common Property.

**11. WATER MANAGEMENT TRACTS.** No person shall use the Water Management Tracts or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association. A Water Management Tract will also be a Common Property.

**12. BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS.** All buildings, improvements and landscaping, where applicable, shall comply with the minimum standards and zoning laws of Broward County, Florida in force at the applicable time. The foregoing also applies to the location of all buildings and improvements, including landscaping of any type, provided,

however, notwithstanding the foregoing before any building or improvement is constructed or landscaping installed, the written approval of the Association, through the Architectural Control Committee, must be first obtained. The word "improvement" in this Declaration and Exhibits annexed hereto also means fences, walls and hedges. It is the intention of the Developer to empower the Association, through the Architectural Control Committee, with the authority to control not only the initial unit and improvements and landscaping and walls and fences to be constructed on any Lot but also to control any change or modification to the original unit and improvements on any lot. This provision shall be interpreted in its broadest sense, it being the intention of the Developer to permit a Lot or Unit Owner to make alterations and modifications within the original unit without requiring consent or approval of the Association or to change and modify landscaping as to an area that is within the confines of the exterior to a unit. The Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

**13. EXTERIOR COLOR OF UNITS.** The exterior color of all Units, including the roof, walls and fences, if applicable, shall remain the color initially designated and determined by the Developer upon the construction of the Unit, provided, however, said color may be changed by a Unit Owner with the written approval of the Association being first had and obtained. The provisions of this paragraph as to color also include any and all improvements of any type or nature on a Lot.

**14. PARKING AND VEHICLES.** The parking of trucks (except pick-ups, Sports utility Vehicles, minivans, and passenger vans), is prohibited. The following vehicles are not allowed; Trucks (except as provided above), commercial vehicles. open bed or fiat bed vehicles, vans (unless converted with rear seats and having windows on all sides, including the rear passenger area), vehicles with seating for 10 or more passengers, buses, motor homes, golf carts, campers, mobile homes, recreational vehicles, boats and trailers. Vehicles over two hundred twenty-eight (228) inches long shall not be permitted to be parked or stored at any time on any lot, or any other portion of the East Lakes community (hereafter referred to as the "Property"). Vehicles with more than four tires are not permitted. Vehicles with tools or materials visible to the public are not permitted. Pickups, with bed tops higher than twelve (12) inches above the roofline are not allowed. Manufactured pick-up toolboxes attached to the front of the bed, next to the cab are allowed.

Parking spaces shall be used solely and exclusively for the purpose of parking private passenger vehicles and marked or unmarked police cars. Parking is permitted only in paved areas specifically designated and marked for parking, and parking in any other area is prohibited. Vehicles parked in any prohibited area shall be deemed to be in

violation. Vehicle maintenance or repair of vehicles anywhere on the Property is prohibited, except minor repairs as may be permitted in a rule promulgated by the Board of Directors. Stored vehicles, vehicles with expired tags or no tags, vehicles not owned, registered, leased or assigned to an owner or properly approved tenant, and vehicles that cannot operate under their own power are prohibited. Any vehicle parked and not moved from a quest parking space within a thirty 30-day period shall be considered to be a stored vehicle. No vehicle shall protrude onto or in any manner block or interfere with access to the vehicular easement areas or another parking space and any vehicle protruding, blocking or interfering shall be deemed in violation. Any and all vehicles that are parked in violation or prohibited vehicles may be towed at the owner's expense without notice. This provision applies to all Owners, and the Owners' family members, tenants, quests and other invitees of Owners and/or tenants. The Owner of record shall be responsible for compliance with this provision by all tenants, guests and invitees. This provision shall not apply to the temporary (less than 8 hours) parking of commercial vehicles used to furnish commercial services or deliveries to the Property, the Association and unit owners. The following definitions shall apply for the purposes of this section:

"Truck" means all vehicles built on truck frames (as recognized by the manufacturer as being different from passenger car automobile frames), with the exception that "truck" shall exclude pick-up trucks SUV's (Sport Utility Vehicles), vehicles with seating designed for four but not more than nine persons, such as passenger vans and minivans.

"Van" means step-vans of any size or weight, panel trucks, or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include vehicle without side and rear windows. "Van" shall exclude vehicles , having seating for four but not more, than nine persons, such as passenger vans, passenger minivans, and all other vehicles of similar design.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles for any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use.

"Bus" means all vehicles of any kind whatsoever which are manufactured, designed, marketed, or used as a bus.

"Open-Bed Vehicle" means all vehicles which have exterior unenclosed areas (including but not limited to flatbeds). no matter what the size, which unenclosed areas are manufactured, designed, marketed, or used for storage, placement, or transportation of goods, or any other types of objects.

"Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers. or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of providing temporary living Quarters.

"Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections. which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Home" means any vehicles, which are self-propelled, and which are primarily manufactured, designed, marketed, or used to provide temporary living quarters for camping, recreational, or travel use.

"Recreational Vehicle" means any unit primarily designed as temporary living quarters for recreation, and/or camping, and which either has its own power, or is mounted on or drawn by another vehicle.

"Moped," means any motor vehicle, with pedals to permit propulsion by human power, having a seat or saddle for use of the rider, and designed to travel on not more than three wheels.

"Boat" means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

"Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed, or used to be coupled to or drawn by a motor vehicle.

"Golf Cart" means any vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding 20 miles per hour. Golf Carts are allowed for maintenance and inspection activities by East Lakes Homeowners Association personnel.

**A particular vehicle may be included in more than one category or definition. A vehicle excluded or permitted under one category or definition may still be prohibited under another category or definition.**

**15. OTHER USE RESTRICTIONS.**

- a) No barbecue shall be placed on and no barbecuing shall be undertaken nor permitted on any Common Property.
- b) No article(s) of personal property shall be hung nor shaken from the door or windows of any Unit.
- c) No garbage, trash, refuse nor rubbish shall be deposited, dumped nor kept on any Common Properties except in closed containers placed for pick up in accordance with rules and regulations promulgated by the Board.
- d) No Owner shall supervise, direct or attempt to assert any control over any of the employees of the Association or of a management company employed by the Association, and no Owner shall request that any such employee undertake any private business for an Owner.
- e) No statues of any nature whatsoever shall be placed upon Common Properties nor Lots.
- f) Any Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, potted plants and other movable objects from the exterior of the Unit.

**16 EASEMENTS.** Easements for ingress and egress, access control, installation and maintenance of utilities, and drainage facilities, shall be reserved as shown on Exhibit A-1 annexed hereto.

**17. RULES AND REGULATIONS.** The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and Water Management Tracts and governing and restricting the use and maintenance of the Lots and Units and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are furnished to each Lot Owner and Unit Owner prior to the time same become effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration. The Association may enact



rules and regulations governing the use and if permitted, the location and type of clothes lines upon a Lot, as well as the erection and installation of any antenna and/or aerial upon a Lot or Unit.

**18. RIGHTS OF DEVELOPER.** Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article II-A, the Developer shall have the right, with respect to the development of the property described in Exhibit A annexed hereto, to construct buildings and units and other improvements, including landscaping, on the property described in Exhibit A annexed hereto. The construction of buildings, units and improvements shall be of such type, nature, shape, height, materials and location, including landscaping (which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like) as Developer determines in its sole discretion without obtaining the consent and approval of the Association and the Architectural Control Committee, provided, however, that same complies with the applicable building standards and zoning laws of Broward County, Florida in force at that time.

#### **19. RENTAL OF UNITS**

(a) A Unit Owner intending to make a bona fide lease of his Unit must give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the proposed written lease agreement, which must be on a written lease agreement form approved by the Association, a completed lease application (provided by the Association), a screening fee and security deposit in the amount provided below and such other information as the Association may reasonably requires. As part of this Notice, the intended lessee must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective lessee must agree to a complete background investigation including, but not limited to, criminal history, prior residential history, and civil litigation history. In the event the lessee moves in without the prior written permission of the Association, the lease application is deemed automatically withdrawn and the Association must take all necessary legal acts terminating this unauthorized tenancy, and in such event, the lessee and the unit owner are jointly and severally liable for court costs and for reasonable attorney's fees. The Association must charge and the prospective-lessee must pay a transfer/approval fee in the amount of one hundred dollars (\$100.00). Within thirty (30) days after receipt of the notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. All rentals must be pursuant to a standard written lease form provided by the Association. Said lease must expressly require the tenant to abide by the Declaration of Covenants and

Restrictions of East Lakes at Pembroke Pines and the rules and regulations of the Association, and must appoint the Association, at the Association's option, as Attorney in Fact for the enforcement of the terms and provisions of the lease, except as to payment of rent. In the event the Association does act as Attorney in Fact as to the enforcement of any of the provisions of a lease, the unit owner must reimburse the Association for any and all monies expended as a result of such enforcement action, including all costs and attorney's fees. A fine must be levied against any Unit Owner who violates the provisions of this Section. The fine and any additional fines can be collected as set forth in Article II-A, Section 20 of this Declaration.

**(b)** Only entire Units can be leased. No Unit can be leased and leasing is prohibited for the first three (3) years of ownership, which commences upon the date title to the Unit is acquired. In the event the instrument of conveyance is recorded subsequent to the date title to the Unit is acquired, then the 3-year period is extended so that it terminates three (3) years subsequent to the recording of the instrument of conveyance. No Unit can be leased and leasing is prohibited unless and until the Unit Owner has actually permanently resided in the Unit for three (3) years. No lease can be for a period of less than one (1) year, nor for a period of more than one (1) year, and no Unit can be leased more than one (1) time per twelve (12) month period commencing upon the first day of the effective date of the lease. After an approved lessee has actually resided in the Unit for a period of at least twelve (12) consecutive months, and a new lease with the same lessee has been approved, if that new lease is terminated prior to the end of the term by the Unit Owner or the approved lessee, or if that new lease is abandoned by the approved lessee prior to the end of the term, the Unit Owner can lease the Unit one more time during the same twelve (12) month period immediately following the terminated or abandoned lease. Subleasing is prohibited. Renewals or extensions of a lease are prohibited, as every lease must be a new lease. Occupancy of a Unit by a lessee or prospective lessee prior to the time such lessee and lease are approved by the Board is prohibited and, in the event of such unauthorized occupancy, the lessee or prospective lessee is deemed to have withdrawn the application for lease approval. Only those persons who are named lessees on the lease and who were approved by the Board at the time the lease application was approved can permanently occupy the Unit. Any time after the original approval, any person or persons, regardless of their relationship to the lessee, desiring permanent occupancy must be approved by the Board in writing and the lease must be amended to include such other approved permanent occupant as a named lessee. No persons, other than those specifically enumerated hereinabove, can permanently occupy a Unit. The Board has the authority to require a uniform form of lease or addendum prepared by the Board. Each tenant and other invitee is governed by, and must comply with the

provisions of Chapter 720, Florida Statutes, this Declaration, ~~and~~ the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, all as amended or renumbered from time to time, and the provisions thereof are deemed expressly incorporated into any lease of a Unit. Actions for damages, injunctive relief, eviction, or removal of the tenant or other invitee or occupant of a Unit, for failure to comply with said provisions, can be brought by the Association against any tenant leasing a Unit and any other invitee occupying a Unit, and the provisions hereof are deemed expressly incorporated into any lease of a Unit.

**20. ENFORCEMENT.** Every unit owner and approved tenant must comply with the rules and regulations of the Association, as amended or renumbered from time to time (the “Rules”)-and the provisions of the-Governing Documents. Failure of a unit owner or approved tenant to-comply with-the Rules and the Governing Documents is grounds for action which can include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The failure of the Association to enforce the covenants, restrictions or other provisions of the Governing Documents and the Act is not a waiver of the right to enforce such documents or the Act for any future violation or default. The Association has the right to suspend voting rights and use of recreational facilities in the event of failure to ~~se~~ comply with the Rules and the Governing Documents. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines can be imposed upon a unit owner or approved tenant, or their family members, guests, invitees or employees, for failure or refusal to comply with the Rules and the Governing Documents, provided the following procedures are adhered to:

**(a) Fines.** In addition to the remedies available elsewhere in the Governing Documents, the Association can levy and collect fines against a Lot and a Lot Owner for the failure of the Lot Owner or the Lot Owner’s family, or the occupant, tenant, licensee, invitee, or guest of any of the foregoing, to comply with any provision of Chapter 720, Florida Statutes (hereinafter the Act) or the Governing Documents. The procedure for levying fines is as follows:

**(b) Covenant Enforcement Committee.** The Board of Directors appoints a Covenant Enforcement Committee (hereinafter Committee) that determines whether a fine should be levied for a violation of any of the provisions of the Governing Documents or the Act. The Board of Directors can remove or replace any member of the Committee or the entire Committee at any time, without cause.

**(c) Notice.** In the event the Board believes a violation of the Governing Documents or the Act has occurred or is occurring, it can provide written notice to the person(s) alleged to be in violation, and the owner of the Lot which that person occupies

or occupied at the time the violation was committed, if the alleged violator is not the owner, of the opportunity for a hearing before the Committee, as provided below. The notice must be mailed or hand-delivered to the alleged violator, and the owner of the Lot which that person occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, not less than fourteen (14) days prior to the hearing. The notice must state the date, time and place of the hearing, the provisions of the Governing Documents or the Act that have been violated and a short and plain statement of the matters asserted by the Board. The Board can, on and for its own accord, change the date, time, or place of the hearing by mailing or hand-delivering a revised notice in the same manner as the original notice. The alleged violator or the Lot Owner has no right to require the Board to change the date, time, or place of the hearing. The notice must also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues is a separate offense, subject to a separate fine in the highest amount permitted by law. If the Board does not have or know the address of the alleged violator, and the owner of the Lot which the alleged violator occupies or occupied at the time the violation was committed fails or refuses to give the Board the address of the alleged violator, then the notice of hearing mailed or hand-delivered to the Lot Owner is also notice to the alleged violator and, for all purposes hereunder, the Lot Owner is the alleged violator.

**(d) Hearing.** Before the Committee, as provided below. The notice must be mailed or hand-delivered to the alleged violator, and the owner of the Lot which that person occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, not less than fourteen (14) days prior to the hearing. The notice must state the date, time and place of the hearing, the provisions of the Governing Documents or the Act that have been violated and a short and plain statement of the matters asserted by the Board. The Board can, on and for its own accord, change the date, time, or place of the hearing by mailing or hand-delivering a revised notice in the same manner as the original notice. The alleged violator or the Lot Owner has no right to require the Board to change the date, time, or place of the hearing. The notice must also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues is a separate offense, subject to a separate fine in the highest amount permitted by law. If the Board does not have or know the address of the alleged violator, and the owner of the Lot which the alleged violator occupies or occupied at the time the violation was committed fails or refuses to give the Board the address of the alleged violator, then the notice of hearing mailed or hand-delivered to the Lot Owner is also notice to the alleged violator and, for all purposes hereunder, the Lot Owner is the alleged violator.

**(e) Evidence.** Subsequent to any hearing, the Committee determines whether there is sufficient evidence of a violation or violations as provided herein. Failure of the alleged violator, or failure of the owner of the Lot which the alleged violator occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, to attend the hearing is an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter must be ended and no fine can be levied. If the Committee determines there is sufficient evidence of a violation, the Committee must forward its findings, conclusions and recommendations to the Board of Directors. In the Board's discretion, the Committee's findings, conclusions and recommendations can be presented to the Board in writing or can be presented to the Board verbally as a committee report at a Board meeting.

**(f) Payment of Fine.** Based upon such Committee findings, conclusions and recommendations, the Board of Directors can levy a fine for each violation in the highest amount permitted by law for each occurrence or recurrence of the violation or each day during which it continued. A fine can exceed one thousand dollars (\$1,000.00) in the aggregate. In the event a fine exceeds one thousand dollars (\$1,000.00) in the aggregate, the fine can become a continuing lien against the Lot and the personal obligation of the Lot Owner. A fine secured by a lien is collected by the Association in the same manner as assessments as provided in Article VI of this Declaration. In the event the Board of Directors determines to levy a fine, the Board of Directors must send a written notice to the violator and the Lot Owner, if the violator is not the Lot Owner, advising the fine has been levied, the amount of the fine and requiring payment of the fine within seven (7) days from the date the notice is mailed or hand delivered. The Lot Owner is jointly and severally liable with the violator for payment of all fines.

**(g) Contribution or Indemnity.** Nothing herein interferes with any right that a Lot Owner has to obtain payment from a violator in the amount of any fine or fines assessed against that Lot Owner or that owner's Lot.

**(h) Rights Cumulative.** Nothing herein is a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the Governing Documents or the Act, and all rights and remedies of the Association are cumulative and not exclusive.

**21. All owners must submit updated information** of their addresses, e-mail addresses and telephone numbers for local and/or out-of-town locations. This information is vital in case of emergency and will be kept confidential by the Association to the extent permitted by law.

**22. No Unit can be sold or otherwise transferred, and no Owner, prospective owner, or other transferee can occupy a Unit, unless and until** the Owner, prospective

owner, or other transferee appears for a personal interview with the Board of Directors of the Association or a committee designated by the Board for the purpose of receiving, discussing and signing for receipt of the governing documents, including the Association's Rules and Regulations.

**23. ASSESSMENT ESCROW:** Prior to the purchase or other acquisition (“purchase”) of any Lot after the date this amendment is recorded, a prospective owner is required to deposit an assessment escrow with the Association in an amount equal to twelve (12) months of regular assessments scheduled to be paid by the Lot being purchased in the next twelve (12) months. If this twelve (12) month period covers more than one fiscal year and the budget is not approved for the subsequent fiscal year, the amount can be based on the assessments for the particular Lot being purchased as of the date of the application and notice to the Association. However, if, as of the date of application and notice to the Association, the Association has approved a regular assessment increase or decrease for a date certain in the future, same must be taken into account when calculating the twelve (12) months of assessments. No offer to sell or purchase a Lot can be made or accepted, no offer to sell or purchase a Lot is bona fide, no notice to the Association of an offer to sell or purchase a Lot can be made or accepted, and no sale or purchase of a Lot can be completed, unless the offer is accompanied by an escrow payment to the Association in an amount complying with the above. The assessment escrow deposit is held by the Association as security in the event the owner defaults in the payment of any regular or special assessment, fine, or other sum due to the Association, including interest, late fees, costs and attorney’s fees incurred in collection, whether suit be brought or not. The Association has the right, but not the obligation, to apply all or any portion of the deposit to any assessment or installment thereof, fine, or any other sum that is due the Association that is not paid in full and on time. In the event the escrow deposit, or any portion thereof, is applied as provided herein, the owner must deposit with the Association, upon written demand therefor, an amount sufficient to restore the escrow deposit to its original amount, and the failure to do so constitutes a material violation of this Declaration. The escrow deposit can be kept in a non-interest bearing account, at the Association’s sole discretion. However, should the Association, in its sole discretion, elect to deposit the money in an interest bearing account, then all interest must be treated as part of the escrow deposit and used by the Association, or returned by the Association, in accordance with the other provisions herein.

(i) If title to the Lot is transferred to a third party in accordance with this Declaration and the owner, at that time, is not delinquent in the payment of any assessment or installment thereof, fine, or other sum due the Association, the balance

of the escrow deposit will be returned to the owner promptly after the Association approves the transfer and receives the appropriate escrow deposit from the new owner.

(ii) If, at the time title to a Lot is transferred to a third party by any means whatsoever, whether by court order or otherwise, the owner is delinquent in the payment of any assessment or installment thereof, fine, or any other sum due the Association, the Association must use the escrow deposit to pay the delinquency, or such portion of it sufficient to pay the delinquency, and the balance of the escrow deposit, if any, will be returned to the owner promptly after the Association approves the transfer and receives the appropriate escrow deposit from the new owner.

(iii) In the event the escrow deposit is not sufficient to pay the full amount due to the Association, the owner and the owner's grantee or the person acquiring title by any means whatsoever are jointly and severally liable for the balance due the Association. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association. Nothing herein limits or excludes any of the Association's rights or remedies or method of enforcement.

## **24. MAINTENANCE OF COMMUNITY INTERESTS:**

### **A. Transfers Subject to Approval.**

**1. Sale or Other Transfer.** No Owner can sell a Lot or any interest in a Lot without the prior written approval of the Board of Directors. No Owner can transfer title to a Lot or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without the prior written approval by the Board of Directors.

**2. Permanent Occupancy.** No Owner can dispose of any possessory interest (including but not limited to roommates or additional family members) of a Lot without the prior written approval of the Association. If any person acquires possession of a Lot or any possessory interest in a Lot, the continued possession and/or possessory interest is subject to the written approval of the Association.

**B. Approval by Association.** The approval of the Association that is required for the sale or transfer of Lots must be obtained in the following manner:

#### **1. Notice to Board of Directors.**

(a) **Sale.** An Owner intending to make a bona fide sale of the Lot or any interest in it must give the Association notice of such intention, together with the name and address of the intended purchaser and all proposed permanent occupants, a fully executed copy of the complete proposed sales contract, along with any and all addenda or exhibits, a completed application for sale and purchase (provided by the Association), a screening fee in the amount provided in this Declaration and such other information concerning the intended purchaser and all proposed permanent

occupants as the Association reasonably requires. As part of this Notice, the intended purchaser and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective purchaser and all proposed permanent occupants must consent and agree to a complete background investigation including, but not limited to, criminal history, credit history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith, except that a permanent occupant who will not be a named grantee is not required to submit to a credit history background investigation, unless such permanent occupant is guaranteeing the financial obligations for the Lot or the prospective grantee. In the event the prospective purchaser or any proposed permanent occupant moves in without the prior written permission of the Association, the purchase application will be deemed automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict such unauthorized occupants and, in such event, the prospective purchaser, all proposed permanent occupants and the Owner will be jointly and severally liable for the Association's court costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

**(b) Permanent Occupancy.** An Owner intending to give a bona fide possessory interest of the Lot (including but not limited to roommates or family members) must give to the Association notice of such intention, together with the name and address of the intended permanent occupant, a completed application for permanent occupancy (provided by the Association), a screening fee in the amount provided in this Declaration and such other information concerning the intended permanent occupant as the Association reasonably requires. As part of this Notice, the intended permanent occupant must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective permanent occupant must agree to a complete background investigation including, but not limited to, criminal history, credit history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith, except that a permanent occupant who will not be a named grantee is not required to submit to a credit history background investigation, unless such permanent occupant is guaranteeing the financial obligations for the Lot or the prospective grantee. In the event the prospective permanent occupant moves in without the prior written permission of the Association, the permanent occupancy application is automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict such unauthorized occupants and, in such event, the



prospective permanent occupant and the Owner are jointly and severally liable for the Association's costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

**(c) Failure To Give Notice.** Any event transferring ownership or possession of a Lot which occurs without the required prior notice having been given to the Association and without prior Association approval is void ab initio. The Association must take any and all necessary legal actions to terminate such prohibited transfer of ownership or possession and evict such unauthorized occupants. The Association must recover its costs and reasonable attorney's fees from the Owner and/or possessor of the Lot, jointly and severally, through all appellate levels, whether suit be brought or not.

## **2. Certificate of Approval.**

**(a) Sale.** If the proposed transaction is a sale, then within thirty (30) days after receipt of the notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a certificate executed by any officer of the Association, in recordable form.

**(b) Permanent Occupancy.** If the proposed transaction is for permanent occupant, then within thirty (30) days after receipt of the notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a certificate executed by any officer of the Association.

**C. Disapproval by Board of Directors.** If the Board of Directors disapproves a transfer of a Lot, the matter must be disposed of in the following manner:

**1. Sale.** If the proposed transaction is a bona fide sale, if the prospective purchaser and all prospective occupants have met all the requirements set forth in this Declaration, and if the Owner has made a written demand, at the time the notice of intended sale is delivered to the Association, for the Association to purchase the Lot in the event the sale and purchase are disapproved, then, within thirty (30) days after receipt of the notice and all documentation, information, background investigations, background reports, personal interviews and fees required by this Declaration, the Association must deliver or mail by certified mail, return receipt requested, to the Owner an agreement to purchase the Lot signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association, in which event the

Owner must sell the Lot to the named purchaser at the price and upon the terms stated in the disapproved contract to sell or at the Fair Market Value as determined below.

**(a) Fair Market Value.** At the option of the Association, which must be stated in the agreement, the price to be paid must be that stated in the disapproved contract to sell or must be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The arbitrators must be two (2) licensed real estate appraisers experienced in the South Florida residential real estate market, one of whom must be appointed by the Owner and the other of whom must be appointed by the Association. The arbitrators must base their determination upon an average of their appraisals of the Lot and a judgment of specific performance of the sale upon the award rendered by the arbitrators can be entered in any court of competent jurisdiction. The expense of the arbitration must be shared equally by the parties. In any such action for specific performance, the prevailing party will be entitled to recover costs and reasonable attorney's fees, through all appellate levels.

**(b) Closing.** The purchase price must be paid in cash. The sale must be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later. If the Association fails to purchase or provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by the Association defaults in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction will be deemed to have been approved and the Association must furnish a certificate of approval.

**2. Permanent Occupant.** If the proposed transaction is for a permanent occupant and the Association disapproves the permanent occupant application and/or the prospective permanent occupant, then the permanent occupancy cannot be made. No obligation by the Association to the Owner or prospective permanent occupant is created or exists as a result of the denial of permanent occupancy.

**3. Disapproval of Prospective Purchasers for Good Cause.** Notwithstanding anything to the contrary elsewhere in this Declaration, the Association has no duty to provide an alternate purchaser or Owner, has no duty to purchase the Lot and assumes no responsibility for the denial of a sale or Owner application, unless the proposed transaction is a bona fide sale, the prospective purchaser and all prospective occupants have met all the requirements set forth in this Declaration, and the Owner has made a written demand, at the time the notice of intended sale is delivered to the Association, for the Association to purchase the Lot in the event the sale and purchase are disapproved. Further notwithstanding anything to the contrary elsewhere in this

Declaration, the Association has no duty to provide an alternate purchaser or Owner, has no duty to purchase the Lot and assumes no responsibility for the denial of a sale or Owner application, if the denial is based upon, including but not limited to, any of the following factors:

**(a) Criminal Activity/Sexual Offender/Sexual Predator.** The person seeking approval (which includes all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property within the past twenty (20) years; a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; a criminal offense involving illegal drugs within the past twenty (20) years; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred; or has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

**(b) Violation of Governing Documents.** The sale, ownership, possession, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval (including all proposed occupants) has acted, is acting, or in the opinion of the Board of Directors, intends to act in a manner inconsistent with the Governing Documents, or the sale, ownership, or possession, if approved, would result in a violation of any provision of the Governing Documents.

**(c) Nuisance.** The person seeking approval (including all proposed occupants) has any history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history; conduct in other communities, social organizations, or associations; or by conduct in this Association.

**(d) No Cooperation.** The person seeking approval (including all proposed occupants) or the Owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation or the background report(s).

**(e) Delinquency.** The person seeking to sell, own, or possess the Lot (including all proposed occupants) is delinquent in the payment of any assessments, charges, fines, or other sums owned to the Association, or such assessments, charges, fines, or other sums owned to the association have not been paid in full.

**(f) Financial Problems.** The person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of assessments or charges) is financially unable to meet the obligations that are incumbent upon an Owner in this Association; the purchase of the Lot is beyond the financial ability of the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of assessments or charges); inquiry into the financial responsibility of the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of assessments or charges) indicates an inability to afford the mortgage, maintenance assessment and other obligations inherent in owning the Lot in addition to other financial obligations not related to the Lot; or the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of assessments or charges) has a history of not paying monetary obligations, has a poor credit history, has a bad credit rating of 650 or less, has owned real property that was foreclosed in the last seven (7) years, has owned real property sold by short-sale in the last seven (7) years, has owned real property conveyed by a deed in lieu of foreclosure in the last seven (7) years, or has declared bankruptcy (voluntarily or involuntarily) in the last seven (7) years.

## **ARTICLE II-B**

### **TITLE TO COMMON PROPERTIES**

The Developer may retain the legal title to the Common Properties as described in Exhibit A-1 annexed hereto until such time as Developer has completed the improvement of the real property or prior thereto as determined solely by the Developer. The Developer hereby covenants for itself, its successors and assigns that it shall convey said Common Properties to the Association free and clear of all liens and encumbrances except easements permitted by Article II-a(10) and II-1(16) which it specifically reserves the right to grant. The use and enjoyment of the Common Properties shall be subject to such rules and regulations relating thereto as are adopted or amended by the Association pursuant to paragraph 17 of Article 11-A of this Declaration.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

**1. Every owner of a Lot or Unit shall be a member of the Association.** There shall be one person, with respect to each Lot or Unit, who shall be entitled to vote at any meeting of the Lot Owners and Unit Owners and such person shall be known (and is

hereinafter referred to) as a Voting Member. If a Lot or Unit is owned by more than one person, the owners of said Lot or Unit shall designate one of them as the Voting Member, or in the case of a corporate Lot or Unit owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the association. An unimproved Lot shall be deemed to be one Unit for the purposes of this paragraph. If one individual owns two units, he shall have two votes. The vote of a unit is not divisible. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit. Transfer of Unit or Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall thereupon be vested in the transferee.

## **2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**A. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Townhome Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member of said Association. Membership in the Association shall be automatic and appurtenant to and may not be separated from the ownership of any Lot that is subject to assessment.

**B. Voting Rights.** The Townhome Association shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all those Owners as defined in section 1 with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. It is further provided, however, that the Class B membership shall cease and be converted to Class A membership on the occurrence of the earlier of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985.

**ARTICLE IV**  
**COVENANTS OF ASSOCIATION AND LOT AND UNIT OWNERS AS TO**  
**MAINTENANCE, TAXES AND OTHER MATTERS**

**1. Association.** The Association shall govern, operate, control and manage the Lots and Units, Common Properties and Water Management Tracts located on the property described in Exhibit A-1 annexed hereto pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Properties if said taxes are billed to the Association as differentiated from being billed to the Lot Owners and/or Unit Owners and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for maintenance, repair, upkeep and replacement of Common Properties and Water Management Tracts and facilities which may be located thereon as follows:

**(a)** Notwithstanding the foregoing, the Association may, but is not obligated to employ Security Guard(s) or a Security Guard Service. If Security Guard(s) or a Security Guard Service is employed by the Association, the Board of Directors shall determine in their sole discretion the schedule and cost and expense of Security Guard(s) or a Security Guard Service and the expense of same shall be paid by said Association as follows: each member of the Association shall pay an equal share.

**(b)** Maintain the Common Properties and Water Management Tracts described in Exhibit A hereto and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association and obtain and pay the premium for public liability insurance as to said Common Properties and Water Management Tracts, which said insurance policy(s) shall be in the name of the Association and for the benefit of the Association and its members and such other parties as the Association determines. Notwithstanding the foregoing, the Developer shall be named as an insured party under said insurance policy. The aforesaid insurance policy shall be in such amounts, subject to such conditions and contain such provisions including deductible provisions as the Board of Directors of the Association determines in their sole discretion and said Officers and Board of Directors may obtain such other type of insurance as they deem advisable. The Common Properties and Water Management Tracts are to be maintained by the Association as provided herein and shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to Common Properties be assessed against and billed to Lots or Units the Board of Directors shall have the right to determine in their sole discretion if the Association should pay all or any portion of said bill(s) for taxes or liens and such

amount as they determine should be paid by the Association shall be levied as special assessment pursuant to Article VI.4 of this Declaration.

(c) The Association may, but is not obligated to, maintain the grass located on each unit-and lot from the property lines thereof to the front, side and rear walls of the structure located thereon, provided that such areas are accessible to the Association. Such maintenance shall include mowing, edging and trimming grass and flower beds in order to maintain a uniform appearance within the community. If the Association elects to undertake such maintenance, the Board of Directors shall have the sole discretion to employ a contractor and determine the frequency of cutting. The Unit and lot lawn maintenance shall be performed in conjunction with the common area lawn maintenance. Lot and Unit owners shall remain responsible for the watering and fertilizing of their individual lawns. Failure to do so shall give rise to those remedies provided in Article V, herein which shall include, but not be limited to, the replacement of grass at the expense of the unit owner.

(d) The Association may, but is not obligated, to undertake periodic repair of the surface of each drive strip, in order to maintain a uniform appearance, and to maintain the high standards of maintenance within the community. If the Association decides to undertake such repairs, the Board of Directors shall determine in their sole discretion the time at which said maintenance shall take place and the method and manner of its completion. The expense of same shall be paid by the Association as follows: each member of the Association shall pay an equal share. However, where the maintenance is required as a result of the deliberate or repeated negligent acts of an individual Unit Owner(s), the Association shall be entitled to reimbursement from the/that individual Unit Owner(s).

(e) The Association may, but is not obligated, to undertake periodic exterior painting of all of the Units in the community, including exterior roofs, walls and fences in order to maintain a uniform appearance, and to maintain the high standards of maintenance within the community. If the Association decides to undertake such exterior painting, the Board of Directors shall have the sole discretion to determine the time at which such painting shall take place, the color to be used, and the method and manner of its completion. The expense of same shall be paid by the Association as follows: each member of the Association shall pay an equal share. However, where the painting is required as a result of the deliberate or repeated negligent acts of an individual Unit Owner(s), the Association shall be entitled to reimbursement from the/that individual Unit(s) Owner.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by each member of the Association on an equal basis as

hereinafter provided, except as set forth herein and in Article IV.2. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual or annual basis or otherwise as determined by the Board of Directors.

**2. Lot Owners.** The applicable Lot or Unit Owner, shall be responsible for the maintenance, repair and replacement of all improvements and landscaping on his Lot or Unit and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association or if such maintenance, repair, or replacement is permitted to be done so, shall be maintained, repaired and replaced by the Lot or Unit Owner(s).

## **ARTICLE V**

### **MAINTENANCE OF UNITS AND LOTS AND IMPROVEMENTS THEREON AND LANDSCAPING THEREON**

In the event an owner of any Lot or Unit shall fail to maintain the Lot, Unit or improvements thereon and the landscaping thereon, if any, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, after giving the Lot or Unit owner fifteen (15) days prior written notice, shall have the right, through its agents and employees, to enter upon said Lot or Unit and to repair, maintain, and restore the Lot, Unit and any other improvements thereon and landscaping thereon. The cost of same shall be added to and become part of the assessment to which such Lot or Unit is subject and said cost shall be a lien upon said Lot or Unit with the same force and effect as the liens on Lots and Units for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

#### **Party Walls**

**1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction on the line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules



of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act cause the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**7. Easements.** All property shall be subject to easements in favor of all Unit owners and the Association for the continuance of any encroachments by his Unit or any adjoining Unit or on any portion of the common elements, which now exist or hereafter exist as a result of the construction of the building or common walls or caused by settlement or movement of the buildings or common walls or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS**

**1. Each Lot Owner,** by acceptance of a deed or instrument of conveyance for acquisition of title to a Lot, has covenanted and agreed that the Regular Assessments,

Special Assessments, fines, and other charges, including but not limited to, interest, late fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, are the personal obligation of the Lot Owner, a charge and continuing lien in favor of the Association, encumbering the Lot, and all personal property located therein. The Association has a continuing lien on each Lot to secure the payment of all Regular Assessments and Special Assessments or installments thereon, fines, and other charges, together with interest, late fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association that are incident to the collection of the Regular Assessment, Special Assessment, fines, and other charges or enforcement of the lien, whether suit be brought or not. The lien is effective from and relates back to the recording of this original Declaration. However, as to first mortgages of record, the lien is effective as provided in Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, but if no such effective date is provided, then the lien is effective from and relates back to the recording of this original Declaration. The claim of lien secures all unpaid Regular Assessments, Special Assessments, fines, and other charges that are due and that accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, late fees, costs, attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association incident to the collection of the Regular Assessments, Special Assessments, fines, and other charges or enforcement of the lien, whether suit be brought or not. The Association, acting through its Board of Directors, can assign its claim and lien rights for the recovery of any unpaid Regular Assessments, Special Assessments and other charges to any third party.

**2. Purpose of Assessments.** The assessments levied by the Association shall be for the purposes defined and set forth in Article IV herein and such other purposes as the Board of Directors of the Association determines.

**3. Annual Assessments.** The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expense of the Association. The expenses of the Association are those expenses as set forth in Article IV hereof and such other expenses as are determined by the Board of Directors. The annual assessment for regular expenses shall be determined by the Board of Directors based upon an estimated annual budget, which shall be prepared thirty (30) days prior to the commencement of the calendar year. The Association shall be on a calendar year basis beginning on the first day of the month following the date this Declaration is recorded in the Public Records of Broward County, Florida. Assessments shall be payable monthly,

quarterly, semi-annually or annually, in advance as determined by the Board of Directors and shall be due on the first day of the applicable month in advance, unless otherwise ordered by the Board of Directors. Expenses shall be shared by all of the members on an equal basis. Each member shall commence sharing its share of the Association expenses commencing with the first day of the month after the date of the deed of conveyance as to said Lot or Unit from the Developer or any related entity to the first grantee thereof. A conveyance by the Developer to a related entity shall not be deemed a conveyance to the first grantee as provided in the preceding sentence. The Developer, by its execution of this Declaration, hereby guaranties that the regular annual assessments for each Lot or Unit for the first two (2) years, or until control of the Association is relinquished by the Developer in accordance with Article III (2) hereof shall be in the maximum amount of the assessment per Lot or Unit as determined by the Board of Directors for the first year except for costs and expenses for Security Guard(s) and/or Security Guard Service as defined in Article IV.1(a). The period referred to in the preceding sentence shall commence on the first day of the month following the date of the first conveyance by Developer of one of the Lots in the property described in Exhibit A annexed hereto. During the period of said guaranty, the Developer shall pay the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and Units and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Lots or Units owned by it, provided, however, said Developer shall pay the deficit during said period. This guaranty shall terminate upon the election of a majority of the Board of Directors of the Association by the members thereof. During the period of said guaranty, each Lot and Unit not owned by the Developer shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year as herein provided.

**4. Special Assessments.** In addition to the annual assessments authorized by section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that or the previous years, for the purposes as are provided for in this Declaration and such other purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each member of the Association and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure and details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Association. Notwithstanding the foregoing certain special assessments may be charged against certain members and in differing amounts pursuant to Article IV.1.b and IV.2 of this Declaration.

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

The association shall upon demand at any time furnish to any Lot or Unit Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid,

**6. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association.** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, late charges, and cost of collection thereof, thereupon become a continuing lien on the Lot and/or Unit that shall bind such property in the hands of the Lot or Unit Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Lot and/or Unit Owner against whom the assessment was levied.

If the assessment is not paid within fifteen (15) days after the due date (the date such assessment was due as fixed by the Board of Directors of the Association) , the assessment shall bear interest from the due date at the rate of fifteen (15%) percent per annum; and, additionally, the failure to pay the assessment within fifteen (15) days after the due date, said 15th day being the delinquency date, shall entitle the Association to levy a Twenty-five (\$25.00) Dollar late charge against the defaulting Lot and/or Unit Owner. The late charge shall not exceed Twenty-five (\$25.00 Dollars per month for delinquent maintenance fees. No notice of late charges by the Association to a Lot and/or Unit Owner shall be required in order for the late charge to be incurred. In addition, the Association may at any time thereafter bring an action to foreclose the lien against the Lot and/or Unit in like manner to a foreclosure of a mortgage on real property and/or to file suit on the personal obligation against the Lot and/or Unit Owner. There shall be added to the amount of such assessment a reasonable attorney's fee and the cost incurred in collecting such assessment including, the costs of preparing and filing the complaint in such action and, in the event that judgment is obtained, such judgment shall include interest on the assessment, as above provided, late fees, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action, including attorney's fees and costs on appeal.

**7. Priority of the Association's Lien.** The liability of a first mortgagee that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments, fines, and other charges that became due prior to the first mortgage's

acquisition of title is limited to the maximum extent permitted by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other Lot Owner. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time. The Association's lien for assessments, fines, and other charges is superior to and has priority over all mortgages, liens and encumbrances, except as provided above.

**8. Commencement of Assessment.** Notwithstanding anything contained in this Declaration, the By-Laws or Articles of Incorporation to the contrary, no assessment either annual or special shall be assessed nor commence until after a certificate of occupancy is obtained for the Unit from the appropriate governmental authority.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL COMMITTEE**

**Review by Committee.** Nothing is to be constructed or installed or changed or modified, altered or added to, on a Lot or the exterior of a Unit, without first obtaining the written approval of the Architectural Control Committee. The details of the foregoing, including the power and authority and procedure as to the Architectural Control Committee are set forth in the applicable provisions of Article II-A. The said Architectural Control Committee shall require plans and specifications showing the nature, kind, shape, height, materials and location of what the Lot or Unit Owner proposes to do, and same shall have been submitted to and approved in writing by the Architectural Control Committee before construction or installation, is commenced. In the event the Architectural Control Committee fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article, and Article II-A, will be deemed to have been fully complied with. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board or in the Board's sole discretion, the Board of Directors may act as said committee. The rights of the Developer, as provided in Article II-A, Section 17, are paramount to the terms and provisions of this Article VII.

## ARTICLE VIII

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land described in Exhibit "A", annexed hereto, and Units thereon, Water Management Tracts and Tracts designated as Common Properties, and shall inure to the benefit of and be enforceable by the Association or the Lot Owner or Unit Owner of any Lot or Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is terminated at a regular or special meeting of the members by the affirmative vote of not less than sixty (60%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Broward County, Florida. This Declaration may be amended at any regular or special meeting of the members by the affirmative vote of 35% of the voting members of the Association, provided such affirmative votes constitute a majority of the total votes cast by the voting members of the Association voting on such Amendment, provided however, no amendment shall change a member's proportionate share of Association Expenses or the provisions of Article III of this Declaration unless the record Owners of the applicable Lot or Unit join in the execution of the Amendment. Any amendment must be recorded in the Public Records of Broward County, Florida. Notwithstanding the foregoing provisions of this Paragraph 1, this Declaration may not be amended in any way which would effect Lots owned by the Developer upon which a Unit has not been constructed without the written consent of the Developer.

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

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

court costs and reasonable attorney's fees in any appellate proceeding.

4. **Annexation.** So long as there is a Class B membership, as set forth in the Articles of Incorporation and By-Laws of the Association, the Developer may supplement or amend this Declaration for the purpose of annexing or adding additional property to the property described in Exhibit A hereby by recording an amended or supplemental Declaration executed solely by the Developer in the Public Records of Broward County, Florida. However, Developer may not do so without the prior written consent of the Federal Housing Administration or the Veterans Administration.

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

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

7. **(DELETED)**

8. **The By-Laws and Articles of Incorporation of EAST LAKES IN PEMBROKE PINES (the Association) are attached to this Declaration and marked Exhibit 1 and 2 respectively.**

9. **Amendments Requiring Federal Housing Administration or Veterans Administration Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned entities have caused these presents to be signed by their proper Officers, and their Corporate Seals to be affixed, this 14th of September, 1979.

Signed, Sealed and Delivered  
in the presence of:

Steven L. Engel  
\_\_\_\_\_  
\_\_\_\_\_

DCA HOMES, INC.

By: Carl Palmisciano (Seal)  
Carl Palmisciano, President



Attest: Luis A. Clark (Seal)  
Luis A. Clark, Secretary

DEVELOPER

EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC.

By: Carl Palmisciano (Seal)  
Carl Palmisciano, President

Attest: Luis A. Clark (Seal)  
Luis A. Clark, Secretary

Steven L. Engel  
\_\_\_\_\_  
\_\_\_\_\_




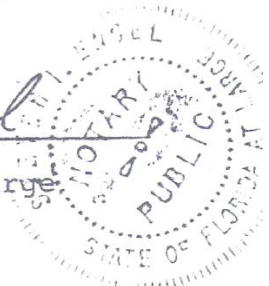


STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared CARL PALMISCIANO and LUIS A. CLARK, President and Secretary of DCA HOMES, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity for the purpose therein expressed.

WITNESS my hand and official seal, this 14 day of September, 1979.

  
Notary Public  
State of Florida at Large



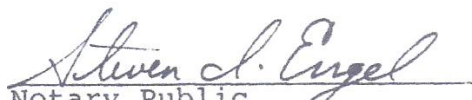
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES ON 12/31/80

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared CARL PALMISCIANO and LUIS A. CLARK, President and Secretary of EAST LAKES IN PEMBROKE PINES HOMEOWNERS ASSOCIATION, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity for the purpose therein expressed.

WITNESS my hand and official seal, this 14 day of September, 1979.

  
Notary Public  
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES ON 12/31/80

## BY-LAWS

OF

EAST LAKES IN PEMBROKE PINES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of EAST LAKES IN PEMBROKE PINES HOMEOWNERS' ASSOCIATION, INC.

The Association is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively) the residential community to be known as EAST LAKES IN PEMBROKE PINES, which will be located on land described in Exhibit A to the Declaration of Covenants and Restrictions.

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

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

**Section 3.** As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions for EAST LAKES IN PEMBROKE PINES. All references to "Declaration of Covenants and Restrictions" or "Declaration" as used herein, shall mean the aforescribed Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions. As used herein and in the Declaration of Covenants and Restrictions and the other Exhibits, if any, to said Declaration of Covenants and Restrictions, the terms "Board of Directors" and Board of Administration" are synonymous.

## ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

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

**Section 2.**

(a) Voting shall be in accordance with Article VI of the Articles of Incorporation

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

**Section 3. Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of twenty-five (25%) percent of the members' total votes shall constitute a quorum.

**Section 4. Proxies.** Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary not less than three (3) days prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. No person entitled to vote (as set forth below in Section 5) may be designated to hold more than (5) proxies. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as the voting member, a proxy must be signed by both husband or wife where a third person is designated.

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

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

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. As previously provided, the vote of a Unit is not divisible).

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

### **ARTICLE III.**                    **MEETING OF THE MEMBERSHIP**

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

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

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

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

**Section 5.**            **Waiver and Consent.**            Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with members may be dispensed with if not less than sixty (60%) percent of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

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

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

**ARTICLE IV.**                    **DIRECTORS**

**Section 1.**            **Number, Term and Qualifications.**

Subject to the terms and provisions of the Declaration of Covenants and Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons, as is determined from time to time by the members. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of these By-Laws, until such time as the Developer conveys eighty-five (85%) percent of all the Lots on the real property described in Exhibit A Annexed to the Declaration of Covenants or eighty-five (85%) percent of all the Units to be constructed on the real property described in Exhibit A annexed to the Declaration of Covenants, exclusive of conveyances to entities related to the Developer or other developers, or sooner elects to transfer control to the members of the Association, or the 31st day of December, 1985, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless expressly waived by the Directors. Upon the Developer turning over control of the Association to the members as provided herein the Developer shall have the right to appoint members to the Board of Directors for as long as the Developer or an entity related to the Developer holds for sale in the ordinary course of business Lots or Units located or to be located on The real property described in Exhibit A to the Declaration of Covenants. Upon the Developer turning over control of the Association as provided above, the members and the Developer shall fix the number and elect the Board members as provided in Article III.2 of the Declaration of Covenants.

**Section 2.**            **First Board of Directors.**

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

Carl Palmisciano

Gary Pollard

Adrian R. Kaufman

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

**Section 3.**            **Removal of Directors.**

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

**Section 4.**            **Vacancies on Directorate.**

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

**Section 5.**            **Disqualification and Resignation of Directors.**

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

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

#### **Section 6.**            **Regular Meetings.**

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

#### **Section 7.**            **Special Meetings.**

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

#### **Section 8.**            **Directors' Waiver of Notice.**

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

#### **Section 9.**            **Quorum.**

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

#### **Section 10.**          **Compensation.**

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

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

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

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

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

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

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

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

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



**ARTICLE V.**            **OFFICERS**

**Section 1.**            **Elective Officers.**            The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors.

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

**Section 3.**            **Appointive Officers.**            The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board of Directors deems necessary.

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

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

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

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

**Section 8.**            **The Treasurer.**

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit

of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Lot or Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

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

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

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

## **ARTICLE VI.**                    **FINANCES AND ASSESSMENTS**

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

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

**Section 3.**                    **Fiscal or Calendar Year.**                    The Association shall be on a calendar year basis beginning on the first day of the month following the date the Declaration of Covenants and Restrictions is recorded in the Public Records of Broward County, Florida. Notwithstanding the foregoing, the Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change the calendar year for the Association, as hereinbefore provided, without the approval of all of the members of the Board of

Directors that are elected or designated by the Developer; and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change from the calendar year for the Association, as hereinbefore provided, without the approval of the Developer as long as the Developer is offering Lots or Units for sale which are a part of the real property described in Exhibit A to the Declaration of Covenants and Restrictions for EAST LAKES AT PEMBROKE PINES. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article II, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

**Section 4. Determination of Assets.**

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those expenses as set forth in Article IV of the Declaration of Covenants and Restrictions, including the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board of Directors. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration of Covenants and Restrictions subject to the provisions of Article VI of the Declaration. Funds for the payment of Association expenses shall be assessed against the Lot and Unit Owners on an equal basis as provided in the Declaration. Said assessments shall be payable in advance on a monthly, bimonthly or quarterly basis, as determined by the Board of Directors, and shall be due on the first day of the applicable month in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

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

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

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

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

**Section 7. An audit of the accounts** of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article III, Section 3, of these By-Laws. Said audit shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than four (4) months after the end of the year for which the report is made. Until such time as the Developer conveys eighty-five (85%) percent of all the Lots on the real property described in Exhibit A annexed to the Declaration of Covenants or eighty-five (85%) percent of all the Units to be constructed on the real property described in Exhibit A annexed to the Declaration of Covenants, exclusive of conveyances to entities related to the Developer or other developers, or sooner elects to transfer control to the Association, or the 31st day of December, 1985, whichever shall first occur, the Board of Directors is only required to render a statement for each calendar year, and said\*\*statement shall be made available to the members of the Association and during this time, the Board of Directors shall cause a continual internal audit of accounts of the Association to be performed; however, no independent or external audit by an accountant or other parties is required during said time. However, the Board of Directors, in its sole discretion, may cause an audit of the accounts of the Association to be made by an accountant during the period wherein same is not required, as herein provided.

**Section 8. Financial Responsibility**

(a) PETTY CASH will be limited to a maximum of \$50. This fund is to be available for minor, incidental expenses for which issuing checks would be unconventional or inconvenient. When the petty cash fund decreases to half or less of the maximum \$50, a check may be issued and cashed to bring the fund back up to another \$50.

(b) NO CASH PAYMENTS ACCEPTED BY THE OFFICE. When money is owed to the association office, such as the \$1.00 fee for a rest room key, the \$20.00 refundable deposit for a tennis court key, or any other such costs, the office secretary will enter this data in the computer and the homeowner shall add this amount to the next due maintenance fee, paid by check. All maintenance fees to be paid by check or money order.

(c) ALL DUE BILLS TO BE PAID BY CHECK, payable to the trade name of the supplier. The association has credit cards and accounts for all necessary outlay, and all receipts must be signed/authorized by the responsible person.

(d) NO CHECKS SHALL BE MADE OUT TO CASH for the purpose of paying a bill or reimbursing a paid receipt or providing funds to any "reserve" account. Except for petty cash, defined above, checks may only be made out to a specific payee for a specific, accountable amount.

## **ARTICLE VII.**            **COMPLIANCE AND DEFAULT**

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

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

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

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

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

**Section 2.**            **Negligence or Carelessness of Lot Owner or Unit Owner, etc.**            All Lot and Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or Unit or its appurtenances. Nothing herein contained, however, shall be constructed so as to modify any waiver by insurance company of

rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Lot or Unit Owner as a specific item, which shall be a lien against said Lot or Unit with the same force and effect as if the charge were a part of the Association Expenses.

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

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

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

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

**Section 1. Acquisition on Foreclosure.** At any foreclosure sale of a Lot or Unit. The Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter, is voted upon, acquire, in the name of the Association, or its designee, a Lot and/or Unit being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot or Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Lot or Unit Owners at the foreclosure sale of a Lot or Unit, due to the foreclosure of the Association's lien for assessments under the provisions of Section 6 of Article VI of the Declaration of Covenants and Restrictions, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

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

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

(a) Notice of the meeting shall contain a statement of the proposed Amendment; and

(b) The Amendment shall be approved by the affirmative vote of 35% of the voting members of the Association, provided such affirmative votes constitute a majority of the total votes cast by the voting members of the Association voting on such Amendment; and

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

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

**ARTICLE X.**            **NOTICES.**

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

**ARTICLE XI.**            **INDEMNIFICATION**

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

**ARTICLE XII.**            **LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association

during the period of such ownership of a Lot or Unit, and membership in the Association or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XIII.      LIMITATION OF LIABILITY**

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

**ARTICLE XIV.      PARLIAMENTARY RULES**

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

**ARTICLE XV.      PARAMOUNT RIGHTS OF DEVELOPER**

All of the applicable terms and provisions of all of the Articles and the Sections thereunder of these By-Laws shall be subject to Section 18 of Article 11-A, Section 2 of Article III, Article Vii, and Sections 1 and 4- of Article Viii of the Declaration of Covenants and Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections thereunder of these By-Laws.

**ARTICLE XVI.      LIENS**

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

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

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

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



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

**ARTICLE XVII.**        **RULES AND REGULATIONS**

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

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

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

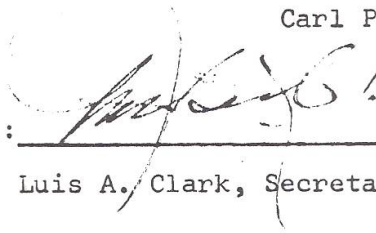
APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 14 day of September, 1979.

EAST LAKES IN PEMBROKE PINES HOMEOWNERS'  
ASSOCIATION, INC.

By:  (Seal)

Carl Palmisciano, President

Attest:  (Seal)

Luis A. Clark, Secretary

(A S S O C I A T I O N)



# State of Florida



## Department of State

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

EAST LAKES IN PEMBROKE PINES HOMEOWNERS ASSOCIATION, INC.

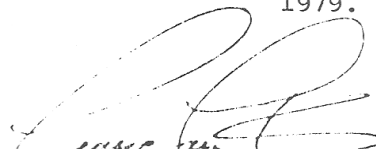
filed on the 11th day of Spetember, A.D., 1979

The Charter Number for this corporation is 748854



CORP 104 Rev. 5-79

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
11th day of September,  
1979.

  
Secretary of State

OFF REC 8456 PAGE 478

ARTICLES OF INCORPORATION  
of  
EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida, Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation shall be LAST LAKES IN PEMBROKE PINES HOMEOWNERS ASSOCIATION, INC. hereafter called the "Association".

ARTICLE II

Office

The principal office of the Association shall be located at the residence or business address in Broward County, Florida, of the then President of the Association.

ARTICLE III

Registered Agent

Steven I. Engel, whose address is 2514 Hollywood Blvd., Hollywood, Florida, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential Lots, Common Areas, and Lakes within that certain tract of property described as:

SEE EXHIBIT A ATTACHED HERETO

and to promote the health, safety and welfare of the residents within the above described property and additions thereto as may hereafter be brought within the jurisdiction of this Association

for this purpose and to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property, dated September 14, 1979, and recorded September 21, 1979 Association as set forth in that certain Declaration of, in Official Records Book 8456, Page 448-470, of the Public Records of Dade County, Florida, and as the same may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or: otherwise), own, hold, improve, build upon, operate maintain, convey, sell, lease, transfer, dedicate for, public us or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred?

(e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer except by the Developer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) contract from time to time with one or more persons, firms or corporations for the purpose of providing professional management of the Association and delegate to "the party with whom such contract has been entered the powers and duties of the Association except those that require specific approval of the Board of Directors or members.

(h) have and exercise any and all powers, rights and privileges that a corporation organized under the Corporations Not For Profit Laws of the State of Florida by law may now or later after have or exercise.

ARTICLE V  
Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot that is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association.

ARTICLE VI  
Voting Rights

Section 1.       Classes of Membership.       The Association shall have two (2) classes of voting membership:

Class A.   Class A members shall be all Owners, as defined in Article V, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1985.

Section 2.       Meetings of Members.       The By-laws of the Association shall provide for an annual meeting of members and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE VII  
Corporate Existence

The Association shall have perpetual existence.

ARTICLE VIII  
Board of Directors

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

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

<u>Name</u>	<u>Address</u>
Carl Palmisciano	2514 Hollywood Blvd. Hollywood, Fla.
Adrian R. Kaufman	2514 Hollywood Blvd. Hollywood, Fla.
Gary Pollard	2514 Hollywood Blvd. Hollywood, Fla.

Section 3.     Election of Members of Board of Directors.     Except for the first Board of Directors, Directors shall be elected as provided by the By-laws of the Association, and the By-laws may provide for the method of voting in the election and for removal from office of Directors. Directors need not be members of the Association nor residents of the Properties.

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

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

ARTICLE IX  
Officers

Section. 1.   Officers Provided For.   The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-laws, shall be elected by the Board of Directors for terms of one (1) year and until qualified successors are duly elected and have taken office. The By-laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be directors, other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an Individual to fill such vacancy.

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Carl Palmisciano	2514 Hollywood Blvd. Hollywood, Fla.
Vice President	Adrian R. Kaufman	2514 Hollywood Blvd. Hollywood, Fla.
Secretary and Treasurer	Luis A. Clark	2514 Hollywood Blvd. Hollywood, Fla.

#### ARTICLE X

##### By-laws

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

#### ARTICLE XI

##### Amendments

Section 1. Method. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection. Amendments to these Articles shall require the assent of seventy-five (75%) percent of the entire membership, provided that no amendment may be made which would affect the rights of the Developer, as described herein, without the consent of the Developer.



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

## ARTICLE XII

### Subscribers

The names and addresses of the subscribers to these Articles of Incorporations are:

<u>Names</u>	<u>Address</u>
Carl Palmisciano	2514 Hollywood Blvd. Hollywood, Fla.
Adrian R. Kaufman	2514 Hollywood Blvd. Hollywood, Fla.
Gary Pollard	2514 Hollywood Blvd. Hollywood, Fla.

## ARTICLE XIII

### Dissolution

The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and signed to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE XIV

### Indemnification

The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law.

The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 10<sup>th</sup> day of September, 1979.

Carl Palmisciano  
Adrian R. Kaufman  
Gary L. Pollard

STATE OF FLORIDA     )  
                                  )     SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me  
this 10th day of September, 1979 by Carl Palmisciano  
Adrian R. Kaufman and Gary L. Pollard.

Reese Joseph  
Notary Public

OFF REC 8456 PAGE 487

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

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

First in that desiring to organize under the laws of the State  
of Florida with its principal office, as Indicated in the  
foregoing Articles of Incorporation,  
in the City of Hollywood, County of Broward  
State of Florida, the corporation named in said 'Articles, has  
named Steven I. Engel located at 2514 Hollywood Blvd.,  
County of Broward, State of Florida, as its Statutory  
Agent.. Having been named the Statutory Agent of the above cor-  
poration at the place designated in this Certificate, I  
hereby accept the same and agree to act in this capacity and  
agree to comply with the provisions of Florida law relative to  
keeping the registered office open.

A handwritten signature in black ink, appearing to read "Steven I. Engel", written over a horizontal line.

Dated this 10<sup>th</sup> day September, 1979

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A portion of Tracts 40 through 48 in the South 1/2 of Section 8, Township 51 South. Range 41 East, as shown on the plat of "THE EVERGLADES SUGAR & LAND CO. SUBD." as recorded in Plat Book 2 at Page 75 of the Public Records of Dade County, Florida, being more particularly described as follows!

Commence at the Northwest corner of the said South 1/2 of Section 8; thence East along the North line of the said South 1/2 of Section 8 for 484.83 feet; thence South for 80.00 feet to the Point of Beginning) thence East along a line that is 80.00 feet South of and parallel with the North line of the said South 1/2 of Section 8 for 24 23.14 feet) thence South 34 degrees 28 minutes 49 seconds West along the Northwesterly Right-of-way line of a Florida Power and Light Company easement for 1124.85 feet; thence West along a line that is 1007.24 feet South of and parallel with the North line of the said South 1/2 of Section 8 for 1812.84 feet; thence North 0 degrees 05 minutes 43 seconds East along a line that is 460.00 feet East of and parallel with the West line of the said South 1/2 of Section 8 for 902.28 feet to a Point of Curvature) thence Northeasterly along a circular curve to the right having a radius of 25.00 feet and a central angle of 89 degrees 54 minutes 17 seconds for an arc distance of 39.23 feet to the Point of Beginning, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 45.347 Acres, more or less.

Order No. 134766

June 18, 1979

Prepared by

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

EXHIBIT A





TAFT STREET

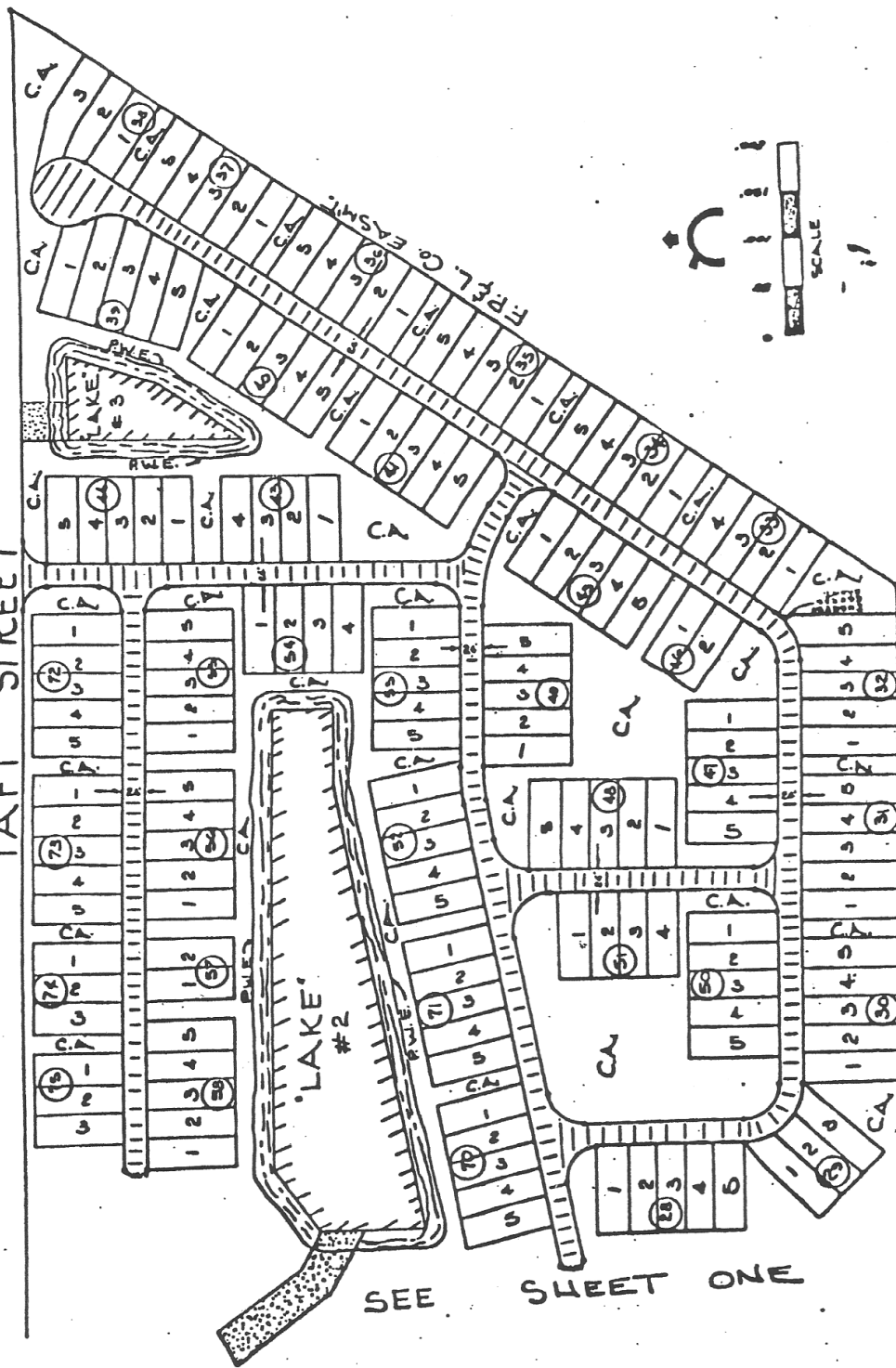
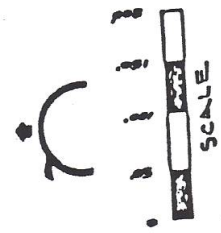


EXHIBIT 'A' - EAST LAKES		SCHWEBER-SHISKIN & ASSOCIATES, INC.	
PREPARED BY		DATE	
CHECKED BY		DATE	
APPROVED BY		DATE	





TAFI STREET



NOTES:  
 1. SOLID DRAINAGE AND UTILITIES EASEMENTS.

2. GROUP NUMBER

3. UNIT NUMBER

4. LINES ARE REQUIRED TO BE THE HOLLYWOOD RECREATION DISTRICT AREA WATER MANAGEMENT TRACT

CA - COMMON AREA, ALL AREAS NOT COVERED BY THE ABOVE IS COMMON AREA AND MAY BE USED AS DRAINAGE AND UTILITIES EASEMENTS

5. EXCESS-EGRESS EASEMENT TO LAKES

6. PROPOSED WATER EDGE

7. THE FRONT 20 FEET OF EACH UNIT ADJACENT TO THE ROAD WILL BE AN EASEMENT FOR ALL UTILITIES

SCHWEBKE - SHISKIN & ASSOCIATES, INC.  
 LAND PLANNING & ARCHITECTS  
 1001 N. 10TH AVE., SUITE 100  
 DENVER, CO 80202  
 PHONE: 333-1111  
 FAX: 333-1111

EXHIBIT A-1  
 SUBMITTAL FOR REVIEW



2986-1/DR-  
303/29/84  
JC

**84252941**

TERMINATION AND RELEASE

COMES NOW the undersigned, as President of DCA HOMES, INC., a Florida corporation, to state as follows:

WHEREAS, DCA HOMES, INC., a Florida corporation (the "Developer") did prepare and execute a Declaration of Covenants and Restrictions for EAST LAKES IN PEMBROKE PINES (the "Declaration") which Declaration was recorded on September 21, 1979 in Official Records Book 8456, at Page 448, of the Public Records of Broward County, Florida, in order to effect the Real Property described in Exhibit "A" attached hereto and made a part hereof as if herein fully recited (the "Property"); and

WHEREAS, Article VIII, Section 1 of the Declaration provides in part that "this Declaration may only be amended with the written consent of the Developer until the 31st day of December, 1989, unless said requirement is terminated in writing by the Developer prior thereto"; and

WHEREAS, Article VIII, Section 4 of the Declaration provides in part that "the Developer may supplement or amend the Declaration for the purpose of annexing or adding additional property to the Property up until the 31st day of December, 1989 by recording an amended or supplemental Declaration executed solely by the Developer"; and

WHEREAS, Article VIII, Section 7 of the Declaration provides that "the Association shall not make any capital improvements to the Common Properties prior to the 31st day of December 1989 , without the prior written consent of the Developer"; and

WHEREAS, the Developer has completed his development activities relative to the Property; and

WHEREAS, the Developer has turned over the control of the Property to the individual owners of lots in the Property (the "Unit Owners"); and

WHEREAS, the Developer believes that the Unit Owners should be solely responsible for the management and operation of the Property without further interference from the Developer.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer does hereby terminate and., release whatever rights were heretofore granted to it pursuant to the provisions Sections 1, 4 and 7 of Article VIII, of the Declaration from this day forth.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by its proper officers, and their Corporate Seal to be affixed this 9th day of April, 1984.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
[Signature]

DCA HOMES, INC., a Florida corporation

By: [Signature], President

Attest: [Signature], Secretary

STATE OF FLORIDA )  
COUNTY OF Broward ) SS:

BEFORE ME personally appeared ERIC LEVIN and LUIS A. CLARK, as President and Secretary, respectively, of DCA HOMES, INC., a Florida corporation, to me well known and to known to me to the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

WITNESS MY hand and seal this 15th day of April, 1984.

My Commission Expires:

[Signature]  
Notary Public,  
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES APR 14, 1990  
DONALD TERRY DONALD TERRY



THIS INSTRUMENT PREPARED BY (RETURN TO):  
Robert Rubinstein, Esq.  
BECKER & POLIAKOFF, P.A.  
2255 Glades Road, Suite 300E  
Boca Raton, FL 33431

**NOTICE PRESERVING COVENANTS AND RESTRICTIONS  
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned homeowners' association files this Notice and in support thereof states:

1. The name and address of the homeowners' association filing this Notice is EAST LAKES IN PEMBROKE PINES HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida corporation, not-for-profit, 9732 N.W. 16<sup>th</sup> Court, Pembroke Pines, Florida 33024.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto and incorporates by reference herein Exhibit "A", which is an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors of the Association caused the Statement of Marketable Title Action to be mailed or hand-delivered to the members of the Association.

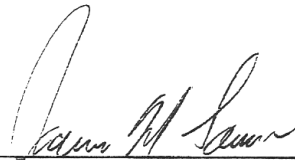
3. A full and complete description of all land affected by this Notice is:

A portion of Tracts 40 through 48 in the South ½ of Section 8, Township 51 South, Range 41 East, as shown on the plat of "THE EVERGLADES SUGAR & LAND CO. SUBD." as recorded in Plat Book 2 at Page 75 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the said South ½ of Section 8; thence East along the North line of the said South ½ of Section 8 for 484.83 feet; thence South for 80.00 feet to the Point of Beginning; thence East along a line that is 80.00 feet South of and parallel with the North line of the said South ½ of Section 8 for 2423.14 feet; thence South 34 degrees 28 minutes 49 seconds West along the Northwestern Right-of-Way line of a Florida Power and Light Company easement for 1124.85 feet; thence West along a line that is 1007.24 feet South of and parallel with the North line of the said South ½ of Section 8 for 1812.84 feet; thence North 0 degrees 05 minutes 43 seconds East along a line that is 460.00 feet East of and parallel with the West line of the said South ½ of Section 8 for 902.28 feet to a Point of Curvature; thence Northeasterly along a circular curve to the right having a radius of 25.00 feet and a central angle of 89 degrees 54 minutes 17 seconds for an arc distance of 39.23 feet to the Point of Beginning, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 45.347 Acres, more or less.

4. The Association's claim is based upon that certain Declaration of Covenants and Restrictions recorded on September 21, 1979, in Official Records Book 8456 at Page 448 of the Public Records of Broward County, as amended, a copy being attached hereto as Exhibit "B" and incorporated herein by reference.

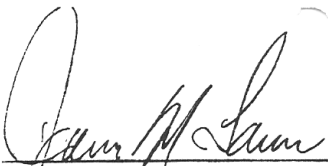
Dated this 1<sup>ST</sup> day of AUGUST, 2008.

  
\_\_\_\_\_  
Witness Signature  
JAMES M. FARMER  
\_\_\_\_\_  
Print Name

EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC

  
\_\_\_\_\_  
Glen Hertlein, President

[Signatures continued on following page.]

  
Witness Signature  
JAMES M. FARMER  
Print Name

ATTEST: Florence Mazzei  
FLORENCE MAZZEI  
Print Name: Florence Mazzei  
Title: Secretary

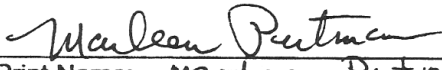
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of July, 2008 by Glen Hertlein, as President and Florence Mazzei, as Secretary of Pembroke Pines Homeowners Association, Inc., a Florida corporation, on behalf of the corporation.

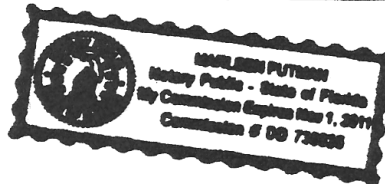
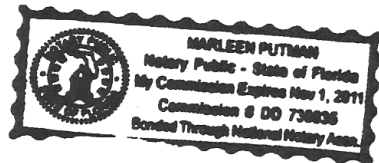
NOTARY PUBLIC – STATE OF FLORIDA

Personally known ☒ - OR -  
Produced Identification \_\_\_\_\_

  
Print Name: Marleen Putman

\_\_\_\_\_  
Type of Identification

My Commission Expires: Nov. 1, 2011



**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS  
FOR PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER  
MARKETABLE RECORD TITLE ACT**

The Board of Directors of East Lakes in Pembroke Pines Homeowners Association, Inc., will hold a special meeting on 11 AUGUST, 2008, at 7:30 P.M. at 9732 NW 16<sup>TH</sup> COURT, ASSOCIATION OFFICE.

The sole agenda item at the special meeting of the Board of Directors will be a vote to preserve the Declaration of Covenants and Restrictions in accordance with the Marketable Record Title Act, as more particularly described in the Statement of Marketable Title Action attached hereto as Exhibit 1 and incorporated herein by reference.

Dated: 8/1, 2008


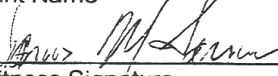
EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC.

By: Glen Hertlein  
Glen Hertlein, President

**EXHIBIT 1**

**STATEMENT OF  
MARKETABLE TITLE ACTION**

East Lakes in Pembroke Pines Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions, recorded on September 21, 1979, in Official Records Book 8456 at Page 448 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

  
\_\_\_\_\_  
Witness Signature  
BRIAN VALINSKI  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Witness Signature  
JAMES M. FARMER  
\_\_\_\_\_  
Print Name

EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Glen Hertlein, President


ATTEST:   
FLORENCE MAZZEI  
\_\_\_\_\_  
Print Name: Florence Mazzei  
Title: Secretary

EXHIBIT A

**AFFIDAVIT OF MAILING OR HAND DELIVERING**  
**STATEMENT OF MARKETABLE TITLE ACTION**  
**TO ASSOCIATION MEMBERS**

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, personally appeared, Glen Hertlein, who after being duly sworn,  
deposes and says:

1. That Affiant is the President of the Board of Directors of Pembroke Pines Homeowners Association, Inc. (Homeowners' Association).

2. That the Board of Directors of the Homeowners' Association caused a Statement of Marketable Title Action (Statement) in the form required by Section 712.06(1)(b), Florida Statutes, to be mailed or hand-delivered to the members of the Homeowners' Association on the 1 of August, 2008, a true, correct and genuine copy of such Statement being attached hereto as Exhibit 1 and incorporated herein by reference.

3. That on the 11 day of August, 2008, the Board of Directors of the Homeowners' Association held a meeting, with notice of such meeting and said Statement being mailed or hand-delivered to the members of the Homeowners' Association not less than seven (7) days prior to such meeting, at which at least two-thirds of the members of the Board of Directors approved the preservation of the Declaration of Covenants and Restrictions recorded September 21, 1979, in Official Records Book 8456 at Page 448 of the Public Records of Broward County, Florida.



**EXHIBIT B**

**COPY OF DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
EAST LAKES IN PEMBROKE PINES**

EAST LAKES IN PEMBROKE PINES  
HOMEOWNERS ASSOCIATION, INC.

By: Glen Hertlein  
Glen Hertlein, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of  
August, 2008 by Glen Hertlein, as President of East Lakes in Pembroke Pines  
Homeowners Association, Inc., a Florida corporation, on behalf of the corporation.

Personally known ✓ - OR -  
Produced Identification \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA

Marleen Putman  
Print Name: Marleen Putman

My Commission Expires: Nov. 1, 2011

\_\_\_\_\_  
Type of Identification

