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RECORD & RETURN
BORKSON, SIMON & MOSKOWITZ
1500 N. W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WILL (714) 718-1000

AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368 at Page 732 of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to Paragraph 10.2 thereof, hereby amends the MASTER DECLARATION as follows:

1. Paragraph 7.1.6 of the MASTER DECLARATION is amended to read as follows:

7.1.6 Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a claim of lien by the COMMUNITY ASSOCIATION. The sale or transfer of any property by the foreclosure of a mortgage in favor of an INSTITUTIONAL LENDER or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other monies owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its right to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES collectible from all OWNERS, including such acquirer and its successors and assigns.

2. New Paragraphs 12.4 and 12.5 are hereby added to the MASTER DECLARATION, which shall read as follows:

12.4 Priority of OWNERS as to Memberships. Notwithstanding anything contained herein to the contrary, the initial purchaser of a newly constructed UNIT shall have the right to purchase a membership in the golf course and clubhouse within thirty (30) days after the closing of the purchase of such UNIT, and so long as such OWNER keeps the membership in good standing, the OWNER shall have the right to renew the membership as long as same is renewable or to purchase an equity membership if same is offered. In addition, so long as such memberships are available, each OWNER shall have the right to purchase a membership in the golf course and clubhouse on such terms and conditions as may be made available from time to time, and to renew such memberships so long as same are renewable. Furthermore, if any memberships in the golf course and clubhouse are sold to persons who are not OWNERS of UNITS, as such memberships are terminated or not renewed for any reason,

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such memberships shall be first offered to the OWNERS of UNITS before such memberships are sold to persons who are not OWNERS. The owner of the RESORT may establish a waiting list or other method for determining the priority by which OWNERS will be entitled to purchase memberships in the golf course and clubhouse as such memberships become available.

12.5

Right of First Refusal to Purchase the Golf Course and Clubhouse. Notwithstanding anything contained herein to the contrary, DECLARANT shall not sell the golf course and clubhouse without first granting to the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse on the same terms and conditions as that contained in a bona fide written offer for the purchase thereof executed by any other person or entity. In the event DECLARANT receives such a bona fide written offer from any third person or entity, DECLARANT shall notify the COMMUNITY ASSOCIATION of such offer in writing, which notification shall contain a copy of the bona fide written offer. The COMMUNITY ASSOCIATION shall then have thirty (30) days after receipt of the notice and bona fide written offer in which to elect to purchase the golf course and clubhouse on the same terms and conditions as those contained in the bona fide written offer. Such election shall be made by written notice to DECLARANT, and within thirty (30) days thereafter, DECLARANT and the COMMUNITY ASSOCIATION shall enter into a formal contract of sale on the same terms and conditions as the bona fide written offer, except as the parties may mutually agree to the contrary. If the COMMUNITY ASSOCIATION fails to give the notice as provided herein, DECLARANT shall have the right to accept the bona fide written offer, but shall not accept any other offer at a lower price, or on terms materially more favorable to the purchaser, than that contained in the bona fide written offer, without first again granting the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse as aforesaid. In the event DECLARANT does not accept the bona fide written offer within ninety (90) days after the COMMUNITY ASSOCIATION fails to exercise its right of first refusal with respect to the purchase of the golf course and clubhouse as granted herein, or within ninety (90) days after the COMMUNITY ASSOCIATION notifies DECLARANT that it declines to exercise its right of first refusal, DECLARANT shall again give the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse as set forth herein before accepting the bona fide written offer or any other bona fide written offer. The foregoing provisions of this paragraph granting the COMMUNITY ASSOCIATION the right of first refusal with respect to the golf course and clubhouse shall not apply with respect to any conveyance of such property to DECLARANT, or to any affiliate or subsidiary of DECLARANT, or to any other person or

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entity that is owned or controlled by the same persons that own or control a majority of the beneficial interest of DECLARANT, but in the event of any such sale or conveyance, the terms of this paragraph shall apply to any such grantee.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 2 day of FEBRUARY, 1990.

WITNESSES:

[Signature]
[Signature]

HOLLYWOOD LAKES COUNTRY CLUB,
INC., a Florida corporation

By: [Signature]
Its

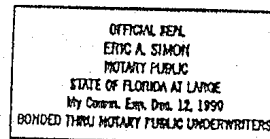
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 1990, by ROBERT S. HILL, Vice President of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of
Florida at Large

(NOTARY SEAL)

My commission expires:



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

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RECORD & RETURN TO:
BORKSON, SIMON & MOSKOWITZ, P.A.
1500 N. W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309

FIRST AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368, at Page 732, of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to paragraph 10.2 thereof, hereby amends the MASTER DECLARATION as follows:

1. The first sentence of paragraph 2.13 of the MASTER DECLARATION is amended to read as follows: "It is acknowledged that the entrance into the SUBJECT PROPERTY is over property within the RESORT described in Paragraph 12 below, and is provided pursuant to an easement recorded in Official Records Book 16368, at Page 724, of the Public Records of Broward County, Florida, which easement is originally in favor of DECLARANT and is hereby assigned to the COMMUNITY ASSOCIATION for the use and benefit of the COMMUNITY ASSOCIATION, and the OWNERS and residents of the SUBJECT PROPERTY, and their guests and invitees".

2. The following sentence is hereby added at the end of paragraph 12.2 of the MASTER DECLARATION: "In addition, an easement is hereby granted and established in favor of the owner of the RESORT, and the employees, contractors, members, guests and invitees of the RESORT, for ingress and egress purposes over all roads within the SUBJECT PROPERTY that are COMMUNITY AREAS, for ingress and egress purposes as may be reasonably required in connection with the maintenance, operation and use of the golf course within the property comprising the RESORT, or any portion thereof."

3. Pages 1 and 4 of Exhibit "A" of the MASTER DECLARATION, which contain the legal descriptions of parcels 1 and 4 of the SUBJECT PROPERTY, are hereby amended to be the legal descriptions attached hereto.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 19 day of MAY, 1989.

WITNESSES:

HOLLYWOOD LAKES COUNTRY CLUB, INC., a
Florida corporation

By: [Signature]

Its attest

STATE OF FLORIDA

SS:

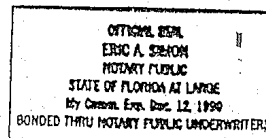
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of MAY, 1989, by E. A. Simon of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)



TEAS/GRAND.AMD.

BK 16456 Pg. 209

DESCRIPTION OF PARCEL 1:

portion of the Southeast one-quarter (S.E. 1/4) of Section 16, Township 51 North, Range 40 East, being more particularly described as follows:
 BEGIN at the Southeast corner of said Section 16; thence on a Grid North bearing of North 01° 42' 11" West along the East line of said Section 16 a distance of 593.71 feet; thence South 88° 17' 49" West on a prolongation of a radial from the next described curve a distance of 205.00 feet to a point on the arc of a 410.00 foot radius curve concave to the Northwest, said point being the POINT OF BEGINNING; thence Southerly and Westerly along said curve through a central angle of 113° 55' 45" an arc distance of 815.26 feet to a point of reverse curvature of a 1370.00 foot radius curve concave to the South; thence Southerly along said curve through a central angle of 02° 01' 37" an arc distance of 48.46 feet to a point on the arc of a 750.00 foot radius non-tangent curve concave to the West, a radial through said point bears South 67° 07' 01" East; thence Northerly along said curve through a central angle of 11° 24' 58" an arc distance of 149.44 feet to a point of compound curvature of a 200.00 foot radius curve concave to the West; thence Northerly along said curve, through a central angle of 14° 01' 42" an arc distance of 48.97 feet to a point of tangency; thence North 02° 33' 41" West a distance of 268.29 feet to a point of curvature of a 200.00 foot radius curve concave to the West; thence Northerly along said curve, through a central angle of 12° 00' 19" an arc distance of 41.91 feet to a point of tangency; thence North 14° 34' 00" West on a prolongation of a radial from the next described curve a distance of 538.97 feet to a point on the arc of a 180.00 foot radius non-tangent curve concave to the Northwest; thence Northeasterly along said curve through a central angle of 75° 59' 55" an arc distance of 238.76 feet to a point of tangency; thence North 00° 33' 55" West a distance of 140.05 feet to a point on the arc of a 10.00 foot radius non-tangent curve concave to the North, a radial through said point bears South 00° 55' 31" West; thence Easterly along said curve through a central angle of 01° 29' 26" an arc distance of 118.10 feet to a point of tangency; thence North 89° 26' 05" East a distance of 131.91 feet to a point of curvature of a 310.00 foot radius curve concave to the Southwest; thence Northeasterly along said curve through a central angle of 88° 51' 44" an arc distance of 480.79 feet to a point of tangency; thence South 01° 42' 11" East along a line parallel with and 205.00 feet West of (as measured at right angles to the East line of said Section 16 a distance of 664.57 feet to the POINT OF BEGINNING.

lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 772.235 square feet (17.728 acres) more or less.

BK 6466P60210

DESCRIPTION OF PARCEL 4:

Portion of the Southeast quarter (SE 1/4) of Section 16, Township 51 South, Range 40 East, said portion being more particularly described as follows:

THENCE at the Southeast corner of said Section 16; thence on a Grid North line of South 89°29'14" West along the South line of said Section 16 a distance of 1009.91 feet; thence North 19°41'17" West a distance of 646.93 feet to the POINT OF BEGINNING; thence South 73°53'59" West a distance of 141.56 feet; thence North 63°39'52" West a distance of 53.62 feet to a point of tangency of a 200.00 foot radius curve concave to the South; thence Easterly along said curve through a central angle of 30°00'00" an arc distance of 104.72 feet to a point of tangency; thence South 86°20'08" West a distance of 514.37 feet to a point of tangency; thence South 86°20'08" West a curve to the Northeast; thence Northwesterly along said curve through a central angle of 89°58'28" an arc distance of 39.26 feet to a point of tangency; thence North 03°41'24" West a distance of 460.02 feet to a point of tangency; thence Northwesterly along said curve concave to the Southeast; thence Northwesterly and Easterly along said curve through a central angle of 30°00' an arc distance of 391.78 feet to a point of tangency; thence North 74°11'24" East a distance of 306.99 feet to a point of tangency; thence Northwesterly along said curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 54°30'07" an arc distance of 195.00 feet to a point of tangency; thence South 19°41'17" East a distance of 481.14 feet to the POINT OF BEGINNING.

Lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 464564 square feet (10.665 acres) more or less.

BK 64566 PG 02 14

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

AMENDMENT TO MASTER DECLARATION

FOR

GRAND PALMS

ADDING PARCEL 11

90006894

This Amendment to Master Declaration for Grand Palms is made this 4 day of January, 1990, by HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation ("HOLLYWOOD").

P R E A M B L E :

HOLLYWOOD is the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368, at Page 732, of the Public Records of Broward County, Florida (the "MASTER DECLARATION").

Paragraph 10.2 of the MASTER DECLARATION provides that the DECLARANT has the right to amend the MASTER DECLARATION, including the right to add any property described in Exhibit "B" of the MASTER DECLARATION.

HOLLYWOOD desires to amend the MASTER DECLARATION to add the property described in Exhibit "A" attached hereto to the MASTER DECLARATION, which property is located within the property described in Exhibit "B" of the MASTER DECLARATION.

NOW, THEREFORE, HOLLYWOOD, as DECLARANT pursuant to the MASTER DECLARATION, hereby amends Exhibit "A" of the MASTER DECLARATION by adding Exhibit "A" attached hereto, so that from and after the recording of this Amendment the property described in Exhibit "A" attached hereto shall be deemed part of and included within the SUBJECT PROPERTY, as described in the MASTER DECLARATION.

Except as hereinabove amended, the MASTER DECLARATION is hereby ratified and confirmed in all respects.

WITNESSES:

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation

By:

STATE OF FLORIDA

COUNTY OF BROWARD

SS:

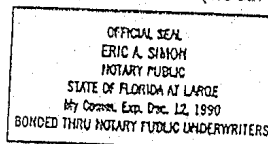
The foregoing instrument was acknowledged before me this 4 day of January, 1990, by Robert Shelley of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)

This instrument prepared by:
Eric A. Simon, Esq.
Borkson, Simon & Moskowitz, P.A.
1500 N.W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309



1EAS/HOLLYCLUB.AMD

10347702 will call
Chicago Title Insurance Co., 2214

50 JAN 5 PM 12:27

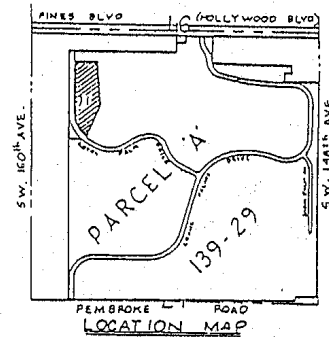
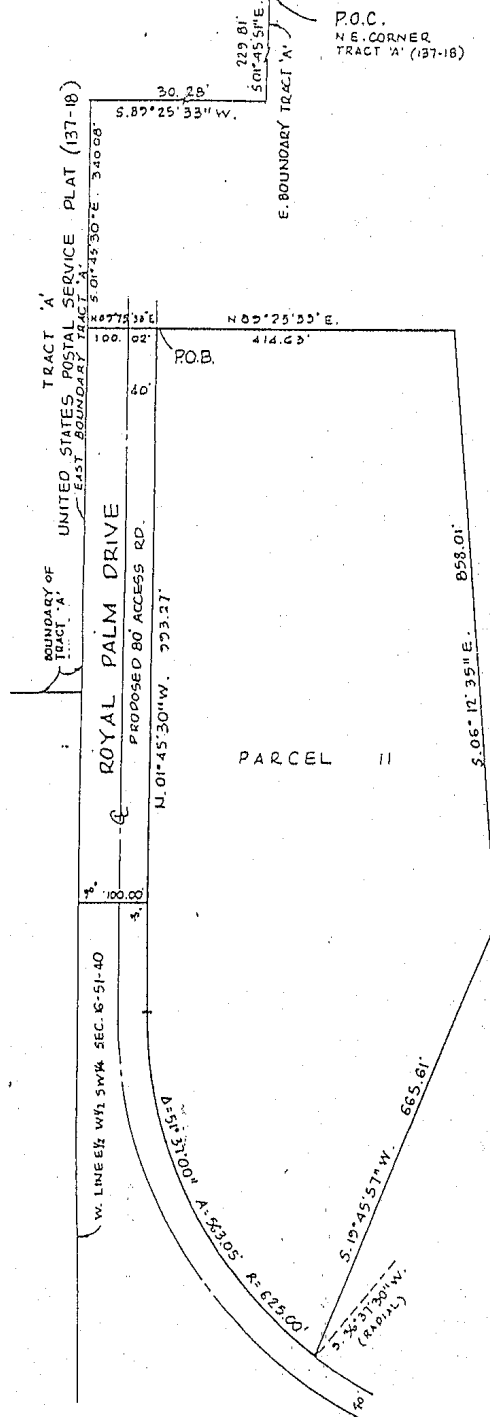
JK17063PG.551

PARCEL II

SKETCH AND DESCRIPTION FOR HOLLYWOOD LAKES COUNTRY CLUB

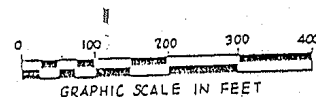
SHEET 2

(SEE SHEET 1 OF 2 FOR DESCRIPTION & CERTIFICATE)
PINES (HOLLYWOOD) BLVD.



5 1/2 SEC. 16-51-40 AND N 1/2 SEC. 21-51-40

PARCEL 'A' OF HOLLYWOOD LAKES COUNTRY CLUB (139-29)



REVISED 01/01/87 JB/RSP

GB 1/

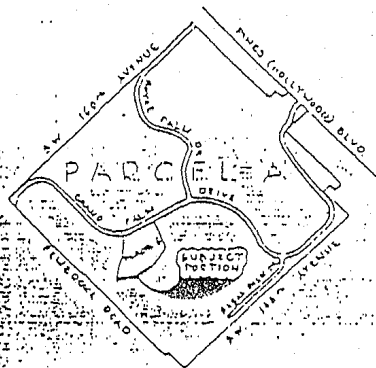
n

DESCRIPTION: (Portion to be added to Parcel 6)

A portion of Parcel 'A' of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 139, Page 29 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

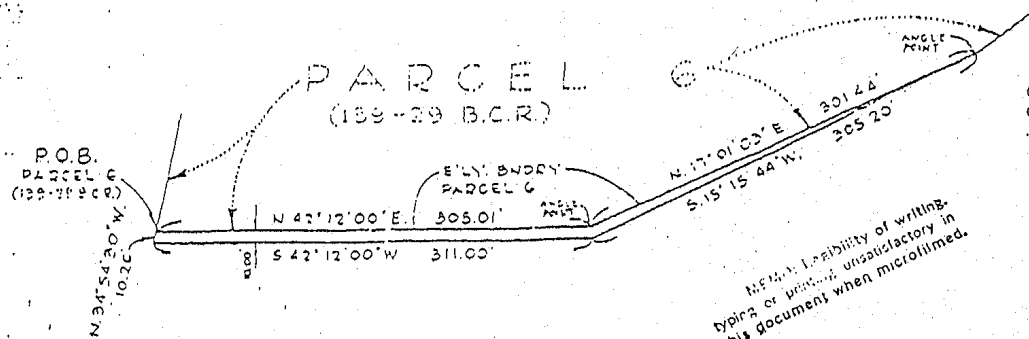
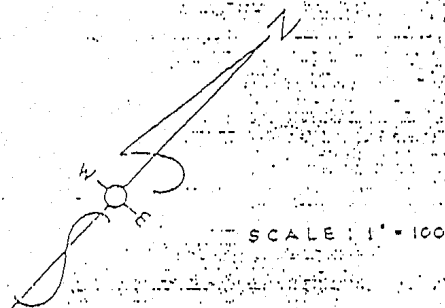
BEGIN at the Point of Beginning of Parcel 6 as described on Sheet 5 of said Plat; thence on a Grid North bearing of North $42^{\circ}12'00''$ East along the Easterly boundary of said Parcel 6 a distance of 308.01 feet to an angle point in said boundary; thence North $17^{\circ}01'03''$ East along said Easterly boundary a distance of 301.44 feet to an angle point in said boundary; thence South $15^{\circ}15'44''$ West a distance of 305.20 feet; thence South $42^{\circ}12'00''$ West a distance of 311.00 feet; thence North $34^{\circ}50'30''$ West a distance of 10.26 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida, and containing a 4,504" square feet (0.103 acres) more or less.



LOCATION MAP

HOLLYWOOD LAKES COUNTRY CLUB AND RESORT
(P.B. 139, PG. 29 B.C.R.)



This sketch does not represent a land survey.

CERTIFICATE: I hereby certify that the sketch and description shown hereon was made in accordance with the "Minimum Technical Standards" for Land Surveying in the State of Florida pursuant to Chapter 472.027, Florida Statutes and Chapter 21HX-6, Florida Administrative Code.

Dated this 31st day of July, 1989 A.D.

James N. String
JAMES N. STRING
Professional Land Surveyor
State of Florida Registration No. 2044

RECORDED IN THE OFFICE OF THE
CLERK OF BROWARD COUNTY
L. A. HESTER
COUNTY ADMINISTRATOR

Not valid unless sealed with an embossed surveyor's seal
PREPARED BY: R. P. LEGG & ASSOCIATES, INC., Land Surveyors
6120 Pasadena Boulevard, Pembroke Pines, Florida 33624

EXHIBIT "B"

90063068

RECORD & RETURN TO
BORKSON, SIMON & MOSKOWITZ
1500 N. W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WFLA (774-7181)

AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368 at Page 732 of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to Paragraph 10.2 thereof, hereby amends the MASTER DECLARATION as follows:

1. Paragraph 7.1.6 of the MASTER DECLARATION is amended to read as follows:

7.1.6

Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a claim of lien by the COMMUNITY ASSOCIATION. The sale or transfer of any property by the foreclosure of a mortgage in favor of an INSTITUTIONAL LENDER or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other monies owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its right to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES collectible from all OWNERS, including such acquirer and its successors and assigns.

2. New Paragraphs 12.4 and 12.5 are hereby added to the MASTER DECLARATION, which shall read as follows:

12.4

Priority of OWNERS as to Memberships. Notwithstanding anything contained herein to the contrary, the initial purchaser of a newly constructed UNIT shall have the right to purchase a membership in the golf course and clubhouse within thirty (30) days after the closing of the purchase of such UNIT, and so long as such OWNER keeps the membership in good standing, the OWNER shall have the right to renew the membership as long as same is renewable or to purchase an equity membership if same is offered. In addition, so long as such memberships are available, each OWNER shall have the right to purchase a membership in the golf course and clubhouse on such terms and conditions as may be made available from time to time, and to renew such memberships so long as same are renewable. Furthermore, if any memberships in the golf course and clubhouse are sold to persons who are not OWNERS of UNITS, as such memberships are terminated or not renewed for any reason,

11/28/82

such memberships shall be first offered to the OWNERS of UNITS before such memberships are sold to persons who are not OWNERS. The owner of the RESORT may establish a waiting list or other method for determining the priority by which OWNERS will be entitled to purchase memberships in the golf course and clubhouse as such memberships become available.

12.5

Right of First Refusal to Purchase the Golf Course and Clubhouse. Notwithstanding anything contained herein to the contrary, DECLARANT shall not sell the golf course and clubhouse without first granting to the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse on the same terms and conditions as that contained in a bona fide written offer for the purchase thereof executed by any other person or entity. In the event DECLARANT receives such a bona fide written offer from any third person or entity, DECLARANT shall notify the COMMUNITY ASSOCIATION of such offer in writing, which notification shall contain a copy of the bona fide written offer. The COMMUNITY ASSOCIATION shall then have thirty (30) days after receipt of the notice and bona fide written offer in which to elect to purchase the golf course and clubhouse on the same terms and conditions as those contained in the bona fide written offer. Such election shall be made by written notice to DECLARANT, and within thirty (30) days thereafter, DECLARANT and the COMMUNITY ASSOCIATION shall enter into a formal contract of sale on the same terms and conditions as the bona fide written offer, except as the parties may mutually agree to the contrary. If the COMMUNITY ASSOCIATION fails to give the notice as provided herein, DECLARANT shall have the right to accept the bona fide written offer, but shall not accept any other offer at a lower price, or on terms materially more favorable to the purchaser, than that contained in the bona fide written offer, without first again granting the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse as aforesaid. In the event DECLARANT does not accept the bona fide written offer within ninety (90) days after the COMMUNITY ASSOCIATION fails to exercise its right of first refusal with respect to the purchase of the golf course and clubhouse as granted herein, or within ninety (90) days after the COMMUNITY ASSOCIATION notifies DECLARANT that it declines to exercise its right of first refusal, DECLARANT shall again give the COMMUNITY ASSOCIATION the right to purchase the golf course and clubhouse as set forth herein before accepting the bona fide written offer or any other bona fide written offer. The foregoing provisions of this paragraph granting the COMMUNITY ASSOCIATION the right of first refusal with respect to the golf course and clubhouse shall not apply with respect to any conveyance of such property to DECLARANT, or to any affiliate or subsidiary of DECLARANT, or to any other person or

entity that is owned or controlled by the same persons that own or control a majority of the beneficial interest of DECLARANT, but in the event of any such sale or conveyance, the terms of this paragraph shall apply to any such grantee.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 2 day of FEBRUARY, 1990.

WITNESSES:

Margaret K. Koo
[Signature]

HOLLYWOOD LAKES COUNTRY CLUB,
INC., a Florida corporation

By: [Signature]
Its

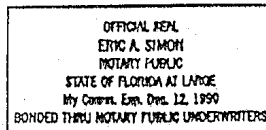
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 1990, by Robert S. Miller, Vice President of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of
Florida at Large

(NOTARY SEAL)

My commission expires:



33043SA 00010202:011

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

00156690

RECORD & RETURN TO:
BORKSON, SIMON & MOSKOWITZ
1500 N. W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WILL CALL FOR COPIES

MASTER DECLARATION
FOR
GRAND PALMS

THIS MASTER DECLARATION FOR GRAND PALMS is made this 13 day of APRIL, 1989, by HOLLYWOOD LAKES COUNTRY CLUB, INC., hereinafter referred to as "DECLARANT."

This MASTER DECLARATION includes the following exhibits:

- Exhibit "A" - Legal Description of the SUBJECT PROPERTY
- Exhibit "B" - Legal Description of additional property that may be added to this DECLARATION
- Exhibit "C" - Articles of Incorporation of Community Association
- Exhibit "D" - Bylaws of Community Association

PREAMBLE:

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the property, to protect and preserve the values of the property. This Declaration will also establish a community association, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this declaration, shall have the following meanings, unless the context otherwise requires:

1.1. AREAS OF COMMON CONCERN means any COMMON AREAS, or any other property or improvement that is to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION or any NEIGHBORHOOD DECLARATION, or by agreement with the COMMUNITY ASSOCIATION.

1.2. ARTICLES mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS. ASSESSMENTS include, but are not limited to, COMMUNITY ASSESSMENTS and NEIGHBORHOOD ASSESSMENTS.

1.4. BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. BYLAWS mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, or which is dedicated to the COMMUNITY ASSOCIATION on any recorded plat of any portion of the SUBJECT PROPERTY, or which is declared to be a COMMON AREA by this DECLARATION. COMMON AREAS may include but are not limited to parks, open areas, conservation areas, nature preserves, recreational facilities, roads, entranceways, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided. COMMON AREAS include COMMUNITY AREAS and NEIGHBORHOOD AREAS. COMMON AREAS shall not include any property that is owned by any NEIGHBORHOOD ASSOCIATION.

1.7. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION. COMMON EXPENSES include COMMUNITY EXPENSES and NEIGHBORHOOD EXPENSES and include, but are not limited to, the following:

1.7.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of AREAS OF COMMON CONCERN, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.7.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

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

1.7.4. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.8. COMMUNITY AREAS means any AREAS OF COMMON CONCERN which are owned and/or maintained by the COMMUNITY ASSOCIATION for the benefit of all of the OWNERS.

1.9. COMMUNITY ASSESSMENT means an ASSESSMENT which is assessed against all of the OWNERS for COMMUNITY EXPENSES.

1.10. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.11. COMMUNITY EXPENSE means any COMMON EXPENSE which is incurred by the COMMUNITY ASSOCIATION for the benefit of all of the OWNERS, and which is not incurred exclusively for the benefit of one or more NEIGHBORHOODS or UNITS.

1.12. COMMUNITY-WIDE STANDARDS means standards, guidelines, criteria, or requirements adopted by the BOARD, and the New Construction and Modifications Committees, from time to time relating to architectural controls, maintenance requirements, use restrictions, or other conducts or activities, which shall generally prevail throughout the SUBJECT PROPERTY.

1.13. DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any of DECLARANT's rights as provided by this DECLARATION, the ARTICLES, or the BYLAWS, by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.14. DECLARATION means this declaration, as it may be amended from time to time.

1.15. IMPROVEMENT means any building, fence, wall, patio area, road, driveway, parking area, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, water, sewer, drainage or other utility line or facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, the SUBJECT PROPERTY, or any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and any change in the ground elevation of any property.

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

1.17. OWNER means the record owner(s) of the fee title to any UNIT.

1.18. NEIGHBORHOOD means any portion of the SUBJECT PROPERTY which is developed as a separate residential community in which the OWNERS of the property comprising the NEIGHBORHOOD have a common interest separate and distinct from the interest of all of the OWNERS. Each NEIGHBORHOOD shall be subject to a separate NEIGHBORHOOD DECLARATION, and may, but is not required to, be operated by or subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION.

1.19. NEIGHBORHOOD AREAS means any AREAS OF COMMON CONCERN which are owned and/or maintained by the COMMUNITY ASSOCIATION for the benefit of only one or more, but less than all of, the NEIGHBORHOODS.

1.20. NEIGHBORHOOD ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of, the NEIGHBORHOODS.

1.21. NEIGHBORHOOD ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a NEIGHBORHOOD DECLARATION, and whose members consist of the OWNERS within the NEIGHBORHOOD affected by the NEIGHBORHOOD DECLARATION. For purposes of this DECLARATION, the NEIGHBORHOOD affected by any NEIGHBORHOOD DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective NEIGHBORHOOD ASSOCIATION.

1.22. NEIGHBORHOOD COMMITTEE means the persons elected by the OWNERS within any NEIGHBORHOOD for the purpose of consulting with the BOARD on certain matters concerning the NEIGHBORHOOD.

1.23. NEIGHBORHOOD DECLARATION means a supplement to this DECLARATION or a separate and distinct declaration of covenants and restrictions that effects one or more NEIGHBORHOODS and which contains provisions specially relating to such NEIGHBORHOODS, which may include provisions regarding NEIGHBORHOOD AREAS, NEIGHBORHOOD ASSESSMENTS and use and maintenance covenants and restrictions applicable to such NEIGHBORHOODS. A NEIGHBORHOOD DECLARATION may, but is not required to, establish a separate and distinct NEIGHBORHOOD ASSOCIATION to administer the NEIGHBORHOOD DECLARATION, or in the alternative a NEIGHBORHOOD DECLARATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

DN 16368PG: /34

1.24. NEIGHBORHOOD DEVELOPER means the PERSON that executes a NEIGHBORHOOD DECLARATION, or the PERSON named as the NEIGHBORHOOD DEVELOPER in any NEIGHBORHOOD DECLARATION, any PERSON who succeeds to all of the interests of the NEIGHBORHOOD DEVELOPER with respect to the applicable NEIGHBORHOOD, or any PERSON who is assigned the rights of a NEIGHBORHOOD DEVELOPER.

1.25. NEIGHBORHOOD EXPENSE means a COMMON EXPENSE which is incurred exclusively for the benefit of one or more NEIGHBORHOODS, the cost of which is to be assessed solely against the OWNERS within the NEIGHBORHOODS benefited by the expense.

1.26. NEIGHBORHOOD VOTING MEMBER means the representative of a NEIGHBORHOOD, determined in accordance with the BYLAWS, who is entitled to cast the votes for the NEIGHBORHOOD. In addition, DECLARANT shall be deemed a NEIGHBORHOOD VOTING MEMBER so long as DECLARANT is a member of the COMMUNITY ASSOCIATION.

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

1.28. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.29. UNIT means a residential dwelling which exists or which is proposed to be constructed within the SUBJECT PROPERTY. Where any building contains or is planned to contain more than one dwelling, each such planned dwelling shall be a UNIT. A UNIT may include, but is not limited to, an existing or proposed house, apartment, townhouse, patio home, cluster home, or residential condominium unit. The term UNIT shall include any property or interest in property owned in conjunction with the UNIT.

Any portion of the SUBJECT PROPERTY which is undeveloped and which is intended to contain UNITS shall be deemed to contain the number of UNITS which are intended to be constructed upon the PROPERTY as determined by DECLARANT, or as determined pursuant to a site plan approved by the controlling governmental authority, until such time as a certificate of occupancy is issued for all of the UNITS that may be constructed upon the PROPERTY, and the OWNER of any undeveloped property shall be deemed the owner of any such planned UNITS.

1.30. OWNER means the record holder(s) of the fee title to a UNIT.

1.31. VOTING GROUP means a group of one or more NEIGHBORHOOD VOTING MEMBERS who are entitled to vote for a specified number of directors to the BOARD, as provided by the BYLAWS.

2. AREAS OF COMMON CONCERN, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

2.1.1. By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. Notwithstanding the foregoing, DECLARANT shall not have the obligation to develop and/or convey any property to the COMMUNITY ASSOCIATION as a COMMON AREA, and if DECLARANT desires to convey any property to the COMMUNITY ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT. Any such conveyance shall be "as is" unless otherwise agreed by DECLARANT.

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION

shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Use and Benefit. All COMMON AREAS shall be held by the COMMUNITY ASSOCIATION for the use and benefit of the COMMUNITY ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any portion of the SUBJECT PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation or record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, and subject to any rules and regulations adopted by the COMMUNITY ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their property.

2.3. Grant and Modification of Easements. The COMMUNITY ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon and/or across any property owned by the COMMUNITY ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the COMMUNITY ASSOCIATION, provided the foregoing shall not adversely affect access or utility easements to any portion of the SUBJECT PROPERTY or to any UNIT.

2.4. Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the AREAS OF COMMON CONCERN, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding the sum of \$10,000, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate the sum of \$10,000. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing AREAS OF COMMON CONCERN, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the AREAS OF COMMON CONCERN, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the AREAS OF COMMON CONCERN as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.5. Utilities. The COMMUNITY ASSOCIATION shall pay for all utility services for the AREAS OF COMMON CONCERN, or for any other property to be maintained by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

2.6. Insurance. The COMMUNITY ASSOCIATION shall purchase insurance, as follows:

2.6.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all AREAS OF COMMON CONCERN and property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, to the extent such coverage is reasonably available, or such reduced coverage as is approved by at least 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS.

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2.6.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain \$1,000,000 of general liability insurance, then the BOARD may obtain a lower amount of general liability insurance, provided any lower amount is approved by at least 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS.

2.6.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.6.4. Other Insurance. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

2.6.5. Notice of Cancellation or Reduction in Coverage. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least 30 days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

2.6.6. Deductible. Any deductible or exclusion under the policies shall not exceed \$2,500 or such other sum as is approved by the BOARD.

2.6.7. Rights of INSTITUTIONAL LENDERS. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.7. Default. Any INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

2.8. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA or comprising any AREA OF COMMON CONCERN is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the NEIGHBORHOOD VOTING MEMBERS. If any landscaping within any AREAS OF COMMON CONCERN is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.9. Maintenance of AREAS OF COMMON CONCERN. The COMMUNITY ASSOCIATION shall maintain all AREAS OF COMMON CONCERN, in such condition as is determined by the BOARD. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any improvement within any property, then the COMMUNITY ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to

operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the COMMUNITY ASSOCIATION would be in the best interests of all the OWNERS. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or NEIGHBORHOOD ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or NEIGHBORHOOD ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or NEIGHBORHOOD ASSOCIATION in writing. Without limitation, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, within any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY, or any areas which are within 40 feet of any such right-of-ways. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any PERSON, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNERS. Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any AREAS OF COMMON CONCERN, the OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the COMMUNITY ASSOCIATION's insurance.

2.10. Surface Water Management System. It is acknowledged the lakes which provide drainage for the SUBJECT PROPERTY are contemplated to be owned or maintained by the South Broward Drainagew District (SBDD) or by the owner of the RESORT referred to in Paragraph 12 below. Any other portions of the surface water management and drainage system for the SUBJECT PROPERTY shall be deemed a COMMUNITY AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system for the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of any controlling governmental authority. The COMMUNITY ASSOCIATION shall maintain as a COMMUNITY EXPENSE the entire surface water management and drainage system within the SUBJECT PROPERTY (excluding any portions thereof owned by SBDD or the owner of the RESORT), including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are natural or man-made. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the COMMUNITY ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any property which is not an AREA OF COMMON CONCERN or contiguous to an AREA OF COMMON CONCERN. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY.

2.11. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall have the right to encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION (i) without the approval of the OWNERS if the BOARD unanimously determines that the mortgage, sale or transfer is in the best interests of the COMMUNITY ASSOCIATION or will not materially and adversely affect the OWNERS, or (ii) if the mortgage, sale or transfer is approved by the OWNERS. Notwithstanding the foregoing, if DECLARANT changes the development plan for the SUBJECT PROPERTY such that any portion of the COMMON AREAS previously conveyed to the COMMUNITY ASSOCIATION would be within any property which is not intended to be a COMMON AREA, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREAS to DECLARANT, and in connection therewith, DECLARANT shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA pursuant to the new development plan. If ingress or egress to any property is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such property, unless alternative ingress and egress is provided to the OWNER(S).

2.12. Guardhouse or Access Gate. It is acknowledged that DECLARANT may, but will not be required to, construct a guardhouse and/or access gate at the entrance to the SUBJECT PROPERTY, which may be staffed by a guard, or which may contain a unmanned access system. So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if the guardhouse is to be staffed by a guard, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the guardhouse will be staffed. In any event, DECLARANT or the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that the guardhouse is not staffed by a guard, or due to the failure of any guard or mechanical or electrical access system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

Mrs. Jones
2.13. Common Maintenance of Entrance Parcel. It is acknowledged that the entrance into the SUBJECT PROPERTY is over property within the RESORT described in Paragraph 12 below, and is provided pursuant to an easement recorded in Official Records Book _____, at Page _____, of the Public Records of Broward County, Florida, which easement is originally in favor of DECLARANT and is hereby assigned to the COMMUNITY ASSOCIATION, for the use and benefit of the COMMUNITY ASSOCIATION, and the OWNERS and residents of the SUBJECT PROPERTY, and their guests and invitees. The property within the easement shall be deemed a COMMUNITY AREA. It is further acknowledged that various improvements that are constructed within the RESORT will benefit the OWNERS and residents of the SUBJECT PROPERTY, which improvements include the road pavement within the foregoing easement, any landscaping along such road, any entrance signs, entrance features including landscaping, and any walls, berms, landscaping, or other improvements along Pines Boulevard or at the entrance into the RESORT from Pines Boulevard. Because such improvements will benefit the OWNERS and residents of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall reimburse the owner of the RESORT for 80% of all costs incurred in connection with the ownership, operation, maintenance, repairs, replacement, insurance and taxes relating to the foregoing improvements. In connection therewith, the owner of the RESORT may establish a budget for such costs and the ASSOCIATION shall pay on a monthly or periodic basis its share of the estimated costs to be incurred, subject to an annual adjustment, and/or the owner of the RESORT may require the COMMUNITY ASSOCIATION to pay its share of such costs as same are incurred. If the COMMUNITY ASSOCIATION fails or refuses to pay its share of such costs within 10 days after written demand by the owner of the RESORT, the COMMUNITY ASSOCIATION shall be liable to the owner of the RESORT for interest on all amounts owed at the highest rate permitted by law until paid, together with any costs or attorneys' fees incurred in collecting such sums. The provisions of this Declaration are for the express benefit of the owner of the RESORT, and may not be amended or modified in a manner that is adverse to the owner of the RESORT without such owner's consent.

2.14. Park.

2.14.1. It is acknowledged that, pursuant to an agreement with the City of Pembroke Pines, DECLARANT has or will be required to convey certain

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property along the eastern boundary of the SUBJECT PROPERTY to the City of Pembroke Pines, which will be improved as a public park. It is further acknowledged that, pursuant to the agreement with the City of Pembroke Pines, the COMMUNITY ASSOCIATION shall be responsible for maintaining such park in accordance with the requirements of the City of Pembroke Pines, as a COMMUNITY EXPENSE, notwithstanding the fact that said property will be owned by the City of Pembroke Pines and may be used by all of the residents within the City of Pembroke Pines. In the event the COMMUNITY ASSOCIATION fails to properly maintain the park, the City of Pembroke Pines will have the right to perform such maintenance, and in that event the COMMUNITY ASSOCIATION shall pay the City of Pembroke Pines for all costs and expenses incurred by it in connection with the maintenance of the park. The provisions of this Paragraph are specifically intended to inure to the benefit of the City of Pembroke Pines, and may not be amended or modified in a manner which would adversely affect the rights of the City of Pembroke Pines, without the written consent of the City.

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2.14.2. It is further acknowledged that DECLARANT has or intends to enter into an agreement with the South Broward Drainage District concerning the above-referenced public park, pursuant to which DECLARANT will have continuing maintenance obligations as regards the park after the initial construction thereof. Except for the initial construction of the park, and except for the obligation of the DECLARANT to remove material from Canal No. 4 which is adjacent to the park and to construct a boat ramp, if the COMMUNITY ASSOCIATION fails to properly maintain the park as required by the agreement with the South Broward Drainage District, the South Broward Drainage District will have the right to perform such maintenance, and in that event the COMMUNITY ASSOCIATION shall pay the South Broward Drainage District for all costs and expenses incurred by it in connection with the maintenance of the park, plus any other costs, including the costs of collecting such sums as may be provided in the agreement with the South Broward Drainage District. The provisions of this paragraph are specifically intended to inure to the benefit of the South Broward Drainage District, and may not be amended or modified in a manner which adversely affect the rights of the South Broward Drainage District, without the written consent of the District.

2.15. NEIGHBORHOOD AREAS. The following provisions shall apply with respect to any AREA OF COMMON CONCERN that is a NEIGHBORHOOD AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.15.1. Use. Any NEIGHBORHOOD AREA that is a COMMON AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the NEIGHBORHOODS who are intended to be benefited by the NEIGHBORHOOD AREAS, and the respective guests and invitees.

2.15.2. NEIGHBORHOOD EXPENSES. Any expenses associated with any NEIGHBORHOOD AREAS are NEIGHBORHOOD EXPENSES, and shall only be assessed to the OWNERS of the applicable NEIGHBORHOODS which are entitled to use or which are benefited by the NEIGHBORHOOD AREAS.

2.15.3. Approval of Action Concerning NEIGHBORHOOD AREAS. Where pursuant to this DECLARATION the NEIGHBORHOOD VOTING MEMBERS are given the right to approve any action concerning any AREAS OF COMMON CONCERN, any such approval rights with respect to any NEIGHBORHOOD AREAS shall only be approved by the NEIGHBORHOOD VOTING MEMBERS of the applicable NEIGHBORHOODS, and shall not require the approval of any other OWNERS.

2.15.4. Determination of NEIGHBORHOOD AREAS. Any AREA OF COMMON CONCERN may be designated as a NEIGHBORHOOD AREA, for the benefit of only one or more specified NEIGHBORHOODS, in any NEIGHBORHOOD DECLARATION, or in any deed or easement for the NEIGHBORHOOD AREA to the COMMUNITY ASSOCIATION, or pursuant to a recorded document executed by the applicable NEIGHBORHOOD DEVELOPER. In the absence of such designation, the COMMUNITY ASSOCIATION may from time to time, in its discretion, determine whether any AREA OF COMMON CONCERN is a COMMUNITY AREA or a NEIGHBORHOOD AREA.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

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

3.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "D." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the NEIGHBORHOOD VOTING MEMBERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

3.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the NEIGHBORHOOD VOTING MEMBERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS or the NEIGHBORHOOD VOTING MEMBERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary. Notwithstanding the foregoing, the BOARD may consult with a NEIGHBORHOOD COMMITTEE with respect to any matters concerning a particular NEIGHBORHOOD, but any advice or input a NEIGHBORHOOD COMMITTEE may give to the BOARD shall be merely advisory in nature, and the BOARD shall have the right to act independently of the desires of any NEIGHBORHOOD COMMITTEE.

3.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

3.7. Membership.

3.7.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION.

3.7.2. DECLARANT. DECLARANT shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT owns any UNIT or mortgage encumbering any undeveloped portion of the SUBJECT PROPERTY, or owns any portion of the property described in Exhibit "B" which may be added to this DECLARATION.

3.8. OWNERS' Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS. Notwithstanding the foregoing, the votes of the OWNERS at any meeting of the NEIGHBORHOOD VOTING MEMBERS shall be exercised solely by the NEIGHBORHOOD VOTING MEMBERS, as provided in the BYLAWS.

3.9. Current Lists of OWNERS. Upon request by the COMMUNITY ASSOCIATION, any NEIGHBORHOOD ASSOCIATION shall be required to provide the COMMUNITY ASSOCIATION with the names and addresses of all OWNERS which are members of the NEIGHBORHOOD ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the COMMUNITY ASSOCIATION as hereinafter provided.

Noter:
4.2. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 60 days prior to the beginning of each fiscal year, the BOARD shall adopt a COMMUNITY ASSOCIATION budget for such fiscal year, which shall estimate all of the COMMUNITY EXPENSES to be incurred during the fiscal year, and shall also adopt NEIGHBORHOOD budgets for each NEIGHBORHOOD where the COMMUNITY ASSOCIATION will incur any NEIGHBORHOOD EXPENSE, each of which shall estimate all of the NEIGHBORHOOD EXPENSES to be incurred for the applicable neighborhood by the COMMUNITY ASSOCIATION during the fiscal year. In determining the budgets for any fiscal year, the BOARD may take into account AREAS OF COMMON CONCERN, UNITS, and additions to the SUBJECT PROPERTY anticipated to be added during the fiscal year. The BOARD shall then establish the per-UNIT COMMUNITY ASSESSMENTS and NEIGHBORHOOD ASSESSMENTS pursuant to the budgets. The per-UNIT COMMUNITY ASSESSMENTS will be equal to the total amount to be assessed for COMMUNITY EXPENSES pursuant to the COMMUNITY ASSOCIATION budget divided by the total number of UNITS within the SUBJECT PROPERTY and any other property anticipated to be added to the SUBJECT PROPERTY during the fiscal year. The per-UNIT NEIGHBORHOOD ASSESSMENTS for any NEIGHBORHOOD will be equal to the total amount to be assessed for the NEIGHBORHOOD EXPENSES pursuant to the applicable NEIGHBORHOOD budget, divided by the total number of UNITS within the NEIGHBORHOOD, and any other property anticipated to be added to the NEIGHBORHOOD during the fiscal year, unless an applicable NEIGHBORHOOD DECLARATION establishes a different manner of allocating NEIGHBORHOOD ASSESSMENTS among the OWNERS within the NEIGHBORHOOD. The COMMUNITY ASSOCIATION shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the per-UNIT COMMUNITY ASSESSMENTS and NEIGHBORHOOD ASSESSMENTS. From time to time during the fiscal year, the BOARD may modify any COMMUNITY ASSOCIATION or NEIGHBORHOOD budget for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the COMMUNITY ASSESSMENTS or NEIGHBORHOOD ASSESSMENTS. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds are only required for any NEIGHBORHOOD EXPENSES, the special ASSESSMENTS shall only be made against the applicable NEIGHBORHOOD(S) as special NEIGHBORHOOD ASSESSMENTS. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.3. Payment of ASSESSMENTS for COMMON EXPENSES. Except as hereafter provided, on or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the COMMUNITY ASSOCIATION an amount equal to the per-UNIT COMMUNITY ASSESSMENT, multiplied by the number of UNITS then owned by such OWNER. In addition, each OWNER within a NEIGHBORHOOD that is subject to NEIGHBORHOOD ASSESSMENTS shall be required to and shall pay to the COMMUNITY ASSOCIATION an amount equal to the per-UNIT NEIGHBORHOOD

ASSESSMENT, multiplied by the number of UNITS then owned by such OWNER, or as otherwise determined by an applicable NEIGHBORHOOD DECLARATION.

4.4. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 7.1.

4.5. ASSESSMENTS for COMMON EXPENSES while DECLARANT Appoints a Majority of the BOARD. Notwithstanding the foregoing, until such time as DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, or until DECLARANT notifies the COMMUNITY ASSOCIATION in writing that DECLARANT elects to pay COMMUNITY ASSESSMENTS as in the case of any other OWNER, DECLARANT shall not be liable for COMMUNITY ASSESSMENTS for any UNITS owned by DECLARANT, but in lieu thereof, DECLARANT shall be responsible for all COMMUNITY ASSESSMENTS actually incurred by the COMMUNITY ASSOCIATION in excess of the COMMUNITY ASSESSMENTS and any other income receivable by the COMMUNITY ASSOCIATION. In any event, during the period when DECLARANT is not liable for COMMUNITY ASSESSMENTS, the COMMUNITY ASSOCIATION will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any UNITS owned by DECLARANT. Notwithstanding the foregoing, in the event the COMMUNITY ASSOCIATION incurs any COMMUNITY EXPENSE not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMUNITY EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for COMMUNITY ASSESSMENTS as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS. The foregoing provisions shall likewise apply with respect to any NEIGHBORHOOD EXPENSES for any NEIGHBORHOOD where DECLARANT is the NEIGHBORHOOD DEVELOPER, provided however DECLARANT shall not be required to pay any NEIGHBORHOOD EXPENSES or any deficits relating to any NEIGHBORHOOD, if DECLARANT is not the NEIGHBORHOOD DEVELOPER of such NEIGHBORHOOD or if DECLARANT does not own any property within the NEIGHBORHOOD. Furthermore, any obligation of DECLARANT to fund any NEIGHBORHOOD ASSESSMENTS or any deficits in any NEIGHBORHOOD EXPENSES may be established pursuant to any NEIGHBORHOOD DECLARATION, and in that event the NEIGHBORHOOD DECLARATION shall control over any conflict with the provisions of this Paragraph.

4.6. Exemptions for Builders. Notwithstanding anything contained herein to the contrary, during the period when DECLARANT is not liable for COMMUNITY ASSESSMENTS for any UNITS owned by DECLARANT pursuant to Paragraph 4.5 above, DECLARANT may exempt any builder that owns any portion of the SUBJECT PROPERTY from the payment of all or any portion of the ASSESSMENTS for COMMON EXPENSES payable for any unbuilt UNITS within the property owned by such builder, on such terms and conditions as may be agreed upon between DECLARANT and any such builder.

5. ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES.

5.1. Purpose. The COMMUNITY ASSOCIATION shall have the right to exercise architectural control over all IMPROVEMENTS, to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

5.2. OWNER or NEIGHBORHOOD ASSOCIATION to Obtain Approval. No OWNER or NEIGHBORHOOD ASSOCIATION shall make any IMPROVEMENT, and no OWNER or NEIGHBORHOOD ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or NEIGHBORHOOD ASSOCIATION first obtains the written approval of the IMPROVEMENT from the COMMUNITY ASSOCIATION.

5.3. Request for Approval. Any request for approval by the COMMUNITY ASSOCIATION of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the COMMUNITY ASSOCIATION may deem reasonably necessary in connection with its determination as to whether

or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the COMMUNITY ASSOCIATION deems the plans and specifications deficient, the COMMUNITY ASSOCIATION may require such further detail in the plans and specifications as the COMMUNITY ASSOCIATION deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the COMMUNITY ASSOCIATION may postpone review of any plans submitted for approval. The COMMUNITY ASSOCIATION shall have the right to charge a reasonable fee to any OWNER or NEIGHBORHOOD ASSOCIATION requesting architectural approval, including where applicable the fee of any architect or engineer hired by the COMMUNITY ASSOCIATION to review any plans or specifications, provided that the COMMUNITY ASSOCIATION shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The COMMUNITY ASSOCIATION shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any property, but may be withheld due to aesthetic considerations.

5.4. Approval. The COMMUNITY ASSOCIATION shall notify the OWNER or NEIGHBORHOOD ASSOCIATION of its approval or disapproval, or that the COMMUNITY ASSOCIATION requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the COMMUNITY ASSOCIATION, and all documents, plans and specifications, and other materials required by the COMMUNITY ASSOCIATION in connection with such approval have been submitted. In the event the COMMUNITY ASSOCIATION fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the COMMUNITY ASSOCIATION shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the COMMUNITY ASSOCIATION in connection with the approval. In consenting to any proposed IMPROVEMENT, the COMMUNITY ASSOCIATION may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the COMMUNITY ASSOCIATION approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or NEIGHBORHOOD ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the COMMUNITY ASSOCIATION's approval, and shall not make any material changes without the approval of the COMMUNITY ASSOCIATION. If the COMMUNITY ASSOCIATION approves any IMPROVEMENT, same shall not require the COMMUNITY ASSOCIATION to approve any similar IMPROVEMENT in the future, and the COMMUNITY ASSOCIATION shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or NEIGHBORHOOD ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The COMMUNITY ASSOCIATION may adopt and modify from time to time, in its discretion, COMMUNITY-WIDE STANDARDS which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.6. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the COMMUNITY ASSOCIATION, or is not made in strict conformance with any approval given or deemed given by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall specifically have the right to injunctive relief to require the applicable OWNER or NEIGHBORHOOD ASSOCIATION to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the COMMUNITY ASSOCIATION, or the COMMUNITY ASSOCIATION may pursue any other remedy available to it. In connection with the enforcement of this section, the COMMUNITY ASSOCIATION shall have the right to enter onto any property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the COMMUNITY ASSOCIATION to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the COMMUNITY ASSOCIATION's right to enforce the provisions of this section. Any action to enforce this Section must be

commenced within 1 year after notice of the violation by the COMMUNITY ASSOCIATION, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the COMMUNITY ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

5.7. No Liability. Notwithstanding anything contained herein to the contrary, the COMMUNITY ASSOCIATION shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or NEIGHBORHOOD ASSOCIATION due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the COMMUNITY ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the COMMUNITY ASSOCIATION shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

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

5.9. Certificate. Within 30 days after the request of any OWNER or NEIGHBORHOOD ASSOCIATION, the COMMUNITY ASSOCIATION shall issue without charge a written certification in recordable form as to whether or not the IMPROVEMENTS located upon the OWNER's LOT or within the property operated by the NEIGHBORHOOD ASSOCIATION comply with the provisions of this DECLARATION.

5.10. Effect of NEIGHBORHOOD ASSOCIATION. If a NEIGHBORHOOD ASSOCIATION is also granted the right to exercise architectural or similar control over the IMPROVEMENTS within any NEIGHBORHOOD pursuant to a NEIGHBORHOOD DECLARATION, then any OWNER requesting architectural approval from the COMMUNITY ASSOCIATION shall be required to first obtain such approval from the NEIGHBORHOOD ASSOCIATION in writing, and submit the written approval together with the request for the COMMUNITY ASSOCIATION's approval. However, no approval given by any NEIGHBORHOOD ASSOCIATION shall be binding upon the COMMUNITY ASSOCIATION.

5.11. Initial Construction of Improvements. In exercising architectural control, the COMMUNITY ASSOCIATION shall establish two committees, as hereafter set forth:

5.11.1. New Construction Committee. Architectural control over any new construction, or any IMPROVEMENT made by any NEIGHBORHOOD DEVELOPER, shall be exercised by a New Construction Committee consisting of three persons. So long as DECLARANT owns any portion of the SUBJECT PROPERTY or any portion of the property described in Exhibit "B" attached hereto that may be added to the SUBJECT PROPERTY, or holds a mortgage encumbering any portion of the SUBJECT PROPERTY other than a UNIT, DECLARANT shall have the right to appoint all of the members of the New Construction Committee, and thereafter the members of the New Construction Committee shall be appointed by the BOARD.

5.11.2. Modification Committee. Architectural control over any change, alteration, addition, or modification to any existing IMPROVEMENT which are not made by a NEIGHBORHOOD DEVELOPER will be exercised by a

Modification Committee consisting of not less than three and no more than five members. DECLARANT will be entitled to appoint all of the members of the Modification Committee so long as DECLARANT is entitled to appoint a majority of the Directors of the COMMUNITY ASSOCIATION, and thereafter DECLARANT will be entitled to appoint one member of the Modification Committee so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any portion of the property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY, or holds a mortgage encumbering any portion of the SUBJECT PROPERTY other than a UNIT. Any members of the Modification Committee not appointed by DECLARANT shall be appointed by the BOARD. During the period when DECLARANT is only entitled to appoint one member of the Modification Committee, such member appointed by DECLARANT shall have the right to veto any approval which the Modification Committee desires to grant, and in the event the member of the Modification Committee appointed by DECLARANT exercises such veto right, the Modification Committee shall not approve the matter vetoed.

5.12. Approval by RESORT. Notwithstanding anything contained herein to the contrary, after DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, the owner of the RESORT referred to in Paragraph 12 below shall have the right to approve any IMPROVEMENTS within 500 feet of any property comprising the RESORT, and prior to approving any IMPROVEMENT within 500 feet of the RESORT the COMMUNITY ASSOCIATION shall be obligated to obtain the approval of the IMPROVEMENT from the owner of the RESORT, and in the event the owner of the RESORT denies approval of any such IMPROVEMENT, the COMMUNITY ASSOCIATION shall deny approval of the IMPROVEMENT, regardless of whether or not the COMMUNITY ASSOCIATION would otherwise have approved the IMPROVEMENT.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS. The foregoing use restrictions and maintenance requirements shall apply with respect to any completed UNIT, but shall not apply with respect to any portion of the SUBJECT PROPERTY owned by DECLARANT or by any NEIGHBORHOOD DEVELOPER which is undeveloped or which is being developed.

6.1. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any UNIT, except for the rental of UNITS within the SUBJECT PROPERTY and any ancillary use, and except for activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

6.2. Exterior Changes, Alterations and Improvements. No OWNER or NEIGHBORHOOD ASSOCIATION shall make any IMPROVEMENT without the prior written consent of the COMMUNITY ASSOCIATION, as required by Paragraph 5 of this DECLARATION.

6.3. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any portion of the SUBJECT PROPERTY for storage or otherwise, without the prior written consent of the COMMUNITY ASSOCIATION.

6.4. Clothes Lines and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the COMMUNITY ASSOCIATION shall have the right to approve the portions of any property used for outdoor clothes-drying purposes. Only portable outdoor clothes-drying facilities approved by the COMMUNITY ASSOCIATION are permitted, and same shall be removed or not in use.

6.5. Signs. No signs shall be placed upon any portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the COMMUNITY ASSOCIATION. In the event any sign is installed within the SUBJECT PROPERTY or on the exterior of any UNIT which violates this Paragraph, the COMMUNITY ASSOCIATION shall have the right to remove such sign without notice to the OWNER or NEIGHBORHOOD ASSOCIATION, and any such removal shall not be deemed a trespass and the COMMUNITY ASSOCIATION shall not be liable for the removal or for any damage or loss to the sign.

PETS

6.6. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. No pit bull terriers are permitted within the SUBJECT PROPERTY, except with the written consent of the COMMUNITY ASSOCIATION which may be granted or withheld in the COMMUNITY ASSOCIATION's discretion. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The COMMUNITY ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

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

6.8. Lakes and Canals. The use of any lake or canal within the SUBJECT PROPERTY which is an AREA OF COMMON CONCERN shall be subject to all rules, regulations and restrictions adopted by the BOARD concerning same. In particular, and without limitation, no swimming or motor boating will be allowed in any such lake or canal unless and except as expressly permitted pursuant to any such rules, regulations and restrictions adopted by the BOARD.

6.9. Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, small pick-up trucks commonly used as private passenger vehicles, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the COMMUNITY ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the COMMUNITY ASSOCIATION, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, golf cart, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways, garages and paved areas intended for parking, without the consent of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY, and if the COMMUNITY ASSOCIATION determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the COMMUNITY ASSOCIATION, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.10. Surface Water Management. No OWNER or NEIGHBORHOOD ASSOCIATION shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the COMMUNITY ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY

OWNERS
OF
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by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

6.11. Outside Antennas. No outside antennas or signal-receiving or sending dishes or devices are permitted without the prior written consent of the COMMUNITY ASSOCIATION.

6.12. Maintenance. All UNITS, buildings and other improvements existing under, upon or over any portion of the SUBJECT PROPERTY from time to time shall at all times be maintained in accordance with all applicable governmental requirements, in first class condition and good working order, and in accordance with any COMMUNITY-WIDE STANDARDS that may be adopted by the BOARD from time to time. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed without the consent of the COMMUNITY ASSOCIATION. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvement. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops shall be repaired or replaced if damaged. All striping, including but not limited to, parking space, traffic lane and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times.

6.13. Landscaping. All property containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a NEIGHBORHOOD ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the COMMUNITY ASSOCIATION, to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the COMMUNITY ASSOCIATION. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any property.

6.14. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage, trash, refuse or rubbish that is required to be placed near any street or at any particular area in order to be collected may be so placed and kept after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.15. Utility Lines and Services. All utility lines and services shall be maintained in good working condition.

6.16. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall not be kept outside the resident's UNIT or fenced or walled in yard without the prior written consent of the COMMUNITY ASSOCIATION.

6.17. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the COMMUNITY ASSOCIATION.

6.18. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the COMMUNITY ASSOCIATION.

6.19. Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed, the OWNER of the IMPROVEMENT, or the NEIGHBORHOOD ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, unless otherwise approved by the COMMUNITY ASSOCIATION.

6.20. Rules and Regulations. The COMMUNITY ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to any AREAS OF COMMON CONCERN. Copies of such rules and regulations and amendments shall be furnished by the COMMUNITY ASSOCIATION to any OWNER upon request.

6.21. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any portion of the SUBJECT PROPERTY from imposing restrictions upon such property in addition to, or more restrictive than, the restrictions contained herein, provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions contained herein.

6.22. Waiver. The COMMUNITY ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any portion of the SUBJECT PROPERTY or UNIT where, in the discretion of the COMMUNITY ASSOCIATION, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the COMMUNITY ASSOCIATION to enforce these restrictions from insisting upon strict compliance with respect to all other portions of the SUBJECT PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

6.23. Responsibility for Maintenance and Compliance.

6.23.1. OWNERS. Each OWNER shall be responsible for complying with all of the provisions of this Section with respect to the OWNER's property and UNIT(S), except for the maintenance of any portion of the OWNERS property or UNIT(S) which is to be performed by the COMMUNITY ASSOCIATION or any NEIGHBORHOOD ASSOCIATION pursuant to any NEIGHBORHOOD DECLARATION.

6.23.2. NEIGHBORHOOD ASSOCIATION. Each NEIGHBORHOOD ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to any NEIGHBORHOOD which is subject to the jurisdiction of the NEIGHBORHOOD ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the property within the NEIGHBORHOOD may also be responsible for such compliance with respect to the property owned by such OWNER.

6.23.3. Enforcement. In the event any OWNER or NEIGHBORHOOD ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or NEIGHBORHOOD ASSOCIATION has failed to perform, and to assess the applicable OWNER or NEIGHBORHOOD ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

6.23.4. Limitations. No OWNER or NEIGHBORHOOD ASSOCIATION shall maintain, repair and/or improve any AREAS OF COMMON CONCERN without the prior written consent of the COMMUNITY ASSOCIATION.

6.24. Exceptions for DECLARANT and Other Developers. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would unreasonably prohibit or restrict the development of any property and the construction of any UNITS, buildings and other improvements thereon, or any activity associated with the sale of any new UNITS, by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and, subject to the consent of DECLARANT, any NEIGHBORHOOD DEVELOPER or builder of any new UNITS within the SUBJECT PROPERTY, shall have the right to: (i) construct any buildings or

improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any portion of the SUBJECT PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the SUBJECT PROPERTY; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing or promoting any portion of the SUBJECT PROPERTY.

7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

7.1. Monetary Defaults and Collection of ASSESSMENTS.

7.1.1. Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or in the payment of any other moneys owed to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION may charge such OWNER interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

7.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other moneys owed to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand which specifically notifies the OWNER of the right of the COMMUNITY ASSOCIATION to accelerate assessments, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, including where applicable any NEIGHBORHOOD ASSESSMENTS payable by such OWNER, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and moneys payable to the COMMUNITY ASSOCIATION.

7.1.3. Collection. In the event any OWNER fails to pay any ASSESSMENT or other moneys due to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the COMMUNITY ASSOCIATION becomes the OWNER of any property by reason of such foreclosure, it shall offer such property for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or moneys due it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER, shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien on all UNITS and any other portion of the SUBJECT PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this

DECLARATION) or other moneys owed to the COMMUNITY ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the property, the name of the OWNER which owns the property, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

7.1.5. Transfer of Property after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any UNIT or other portion of the SUBJECT PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any property purchased by or transferred to such new OWNER.

7.1.6. Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the recording of a claim of lien by the COMMUNITY ASSOCIATION. The sale or transfer of any property by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.

7.1.7. No Set-Offs, and Special Liability for Default of NEIGHBORHOOD ASSOCIATION. No OWNER shall have the right to set-off or reduce any ASSESSMENTS by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT.

7.1.8. NEIGHBORHOOD ASSOCIATION. If any NEIGHBORHOOD is subject to the jurisdiction of a separate NEIGHBORHOOD ASSOCIATION, at the request of the NEIGHBORHOOD ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the NEIGHBORHOOD any assessments that may be imposed by the NEIGHBORHOOD ASSOCIATION, and remit such funds to the NEIGHBORHOOD ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the NEIGHBORHOOD ASSOCIATION shall collect all COMMUNITY ASSESSMENTS assessed against the OWNERS within the NEIGHBORHOOD and remit the COMMUNITY ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

7.2. Non-Monetary Defaults. In the event of a violation by any NEIGHBORHOOD ASSOCIATION or OWNER (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the NEIGHBORHOOD ASSOCIATION or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the NEIGHBORHOOD ASSOCIATION or OWNER fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION may, at its option:

7.2.1. Impose a fine as provided in Paragraph 8.3; and/or

7.2.2. Commence an action to enforce the performance on the part of the NEIGHBORHOOD ASSOCIATION or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

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

7.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any NEIGHBORHOOD ASSOCIATION or OWNER, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable NEIGHBORHOOD ASSOCIATION or OWNER, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT against any OWNER and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

FINES

7.3. Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed 1/3 of one month's COMMUNITY ASSESSMENT per UNIT for the first offense, 2/3 of one month's COMMUNITY ASSESSMENT per UNIT for a second similar offense, and one month's COMMUNITY ASSESSMENT per UNIT for a third or subsequent similar offense. Prior to imposing any fine, the NEIGHBORHOOD ASSOCIATION or OWNER shall be afforded an opportunity for a hearing after reasonable notice to the NEIGHBORHOOD ASSOCIATION or OWNER of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the COMMUNITY ASSOCIATION. The NEIGHBORHOOD ASSOCIATION or OWNER shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the COMMUNITY ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the NEIGHBORHOOD ASSOCIATION or OWNER. If the NEIGHBORHOOD ASSOCIATION or OWNER fails to attend the hearing as set by the BOARD, the NEIGHBORHOOD ASSOCIATION or OWNER shall be deemed to have admitted the allegations contained in the notice to the NEIGHBORHOOD ASSOCIATION or OWNER. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not have the right to impose any fine against DECLARANT or against any other builder/developer of any portion of the SUBJECT PROPERTY.

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7.4. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.5. Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the COMMUNITY

ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.6. Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the COMMUNITY ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any NEIGHBORHOOD ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no NEIGHBORHOOD ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.7. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any UNIT or other portion of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable NEIGHBORHOOD ASSOCIATION having jurisdiction over the OWNER's property, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any portion of the SUBJECT PROPERTY shall be protected thereby.

7.8. Enforcement of Obligations of COMMUNITY ASSOCIATION. The original DECLARANT, regardless of whether or not it is a member of the COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any AREAS OF COMMON CONCERN as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any AREAS OF COMMON CONCERN, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any OWNER through appropriate legal proceedings.

8. DEDICATIONS. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the COMMUNITY ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the COMMUNITY ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or mortgagee, and thereafter the right shall be vested within the COMMUNITY ASSOCIATION. Any portion of the SUBJECT PROPERTY, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting, or

conveying such portion of the SUBJECT PROPERTY, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

9. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, NEIGHBORHOOD VOTING MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the COMMUNITY ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until NEIGHBORHOOD VOTING MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the COMMUNITY ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY, or the property described in Exhibit "B" that may be added to the SUBJECT PROPERTY, or holds any mortgage encumbering any portion of the SUBJECT PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities.

10. AMENDMENT.

10.1. By the NEIGHBORHOOD VOTING MEMBERS. This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the votes of the NEIGHBORHOOD VOTING MEMBERS, except that if any provision of this DECLARATION requires more than a 2/3 vote of the NEIGHBORHOOD VOTING MEMBERS to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action. No NEIGHBORHOOD VOTING MEMBER shall vote to approve any amendment unless the amendment is first approved by the OWNERS within the NEIGHBORHOOD of the NEIGHBORHOOD VOTING MEMBER at a special NEIGHBORHOOD meeting called for the purpose of approving the amendment, except for amendments required by any controlling governmental authority, or required to comply with the requirements of the Federal National Mortgage Association or any similar institution which purchases mortgages. Notwithstanding the foregoing, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any portion of the property described in Exhibit "B" that may be added to the SUBJECT PROPERTY, or holds any mortgage encumbering any portion of the SUBJECT PROPERTY other than a UNIT, no amendment may be made by the NEIGHBORHOOD VOTING MEMBERS without the written joinder of DECLARANT.

10.2. By DECLARANT. So long as DECLARANT owns any portion of the SUBJECT PROPERTY or any portion of the property described in Exhibit "B" that may be added to this DECLARATION, or holds any mortgage encumbering any portion of the SUBJECT PROPERTY other than a UNIT, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION or any NEIGHBORHOOD VOTING MEMBER. Such right of DECLARANT to amend this DECLARATION shall specifically include, without limitation, (i) the right to add any property described in Exhibit "B" or any other property owned by DECLARANT to, or delete any property from, the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and (ii) the right to make any amendment required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or required by any governmental authority.

10.3. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in

which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

10.4. Limitation on Amendments. No amendment shall change the number of votes of any OWNER or NEIGHBORHOOD VOTING MEMBER, or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the NEIGHBORHOOD VOTING MEMBERS of the property affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

10.5. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including the water management portions of the AREAS OF COMMON CONCERN, must have the prior approval of the South Broward Drainage District and the South Florida Water Management District.

11. RIGHTS OF INSTITUTIONAL LENDERS.

11.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any portion of the SUBJECT PROPERTY or any UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the property or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

11.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the property or UNIT securing its mortgage.

11.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the property or UNIT on which it holds the mortgage, or by any NEIGHBORHOOD ASSOCIATION having jurisdiction over the property or UNIT.

11.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

11.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

11.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any portion of the SUBJECT PROPERTY or any UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to

the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

11.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

12. SPECIAL PROVISIONS REGARDING RESORT. It is acknowledged that certain property is located within or contiguous to the SUBJECT PROPERTY which includes a hotel, golf course, tennis courts and various other facilities operated in connection therewith, herein defined as the "RESORT." The following provisions shall apply with respect to the RESORT:

12.1. DECLARATION Not Applicable to RESORT. The provisions of this DECLARATION shall not apply to the RESORT.

12.2. Easement for Golf-Related Activities. An easement over, under, upon and across all or any portion of the SUBJECT PROPERTY is hereby granted and established in favor of the owner of the RESORT, and the employees, contractors, members, guests and invitees of the RESORT, to permit the doing of every act necessary and/or incidental to the playing of golf and the maintenance and operation of the golf course within the property comprising the RESORT. These acts shall include, but are not limited to, the recovery of golf balls from any portion of the SUBJECT PROPERTY, the flight of golf balls over and upon any portion of the SUBJECT PROPERTY, the use of necessary and usual equipment upon the golf course within the RESORT, the usual and common noise level created by the playing of the game of golf and/or the maintenance of the golf course, together with all other common and usual activities associated with the game of golf and the operation of a golf course and country club. The owner of the RESORT and DECLARANT shall have no liability or obligation with respect to any damages resulting from or arising out of the playing of golf within the RESORT, including any damage caused by any golf balls hit by any person playing golf on the golf course within the RESORT.

12.3. No Right to Membership or Use of RESORT Facilities. No OWNER of any UNIT or any portion of the SUBJECT PROPERTY shall have any right by virtue of such ownership to the use of the golf course, clubhouse or any other improvements or facilities within the RESORT by virtue of such ownership, and no such OWNER shall have any right by virtue of his ownership to purchase any membership in the RESORT. The owner of the RESORT shall have the right to determine from time to time, and at any time, in such owner's sole discretion, the manner in which the golf course, clubhouse and other improvements and facilities within the RESORT will be made available for use, and the owner of the RESORT may make such facilities open and available to the public for such fees and charges as the owner of the RESORT may determine from time to time in his sole discretion, or may establish annual memberships, or may establish permanent equity memberships on such terms and conditions as the owner of the RESORT deems desirable in his sole discretion, and no OWNER of any UNIT or any portion of the SUBJECT PROPERTY shall have any right or priority to any such membership except as may be provided by the owner of the RESORT in his sole discretion. In particular, and without limitation, the owner of the RESORT reserves the right, but shall not have the obligation, to make all or any portion of the RESORT a private club and to limit the number of memberships in the owner's sole discretion.

13. SUBJECT PROPERTY AND ADDITIONS THERETO.

13.1. SUBJECT PROPERTY. Initially only the property described in Exhibit "A" attached hereto is subject to this DECLARATION and is included within the SUBJECT PROPERTY. Additional property may be added to this DECLARATION and included within the SUBJECT PROPERTY by an amendment to this DECLARATION, or pursuant to a NEIGHBORHOOD DECLARATION recorded in the public records of the county in which the SUBJECT PROPERTY is located. Such additional property may include, but is not limited to, the property described in Exhibit "B" of this

DECLARATION, or any property contiguous to the SUBJECT PROPERTY. Any amendment or any NEIGHBORHOOD DECLARATION adding any property to this DECLARATION need only be signed by DECLARANT, if such property is owned by DECLARANT, and if the property is not owned by DECLARANT such amendment need only be signed by DECLARANT and the owner of such property.

13.2. No Obligation and Effect on Title. Nothing contained herein shall be deemed to impose any obligation upon DECLARANT to add all or any portion of the property described in Exhibit "B" to this DECLARATION, and DECLARANT reserves the right to add, or not add, any portion of the property described in Exhibit "B" to this DECLARATION in DECLARANT's sole and absolute discretion. Furthermore, DECLARANT reserves the right to add any other property to this DECLARATION which is now or hereafter acquired by DECLARANT, and which is outside of the property described in Exhibit "B". Unless and until any portion of the property described in Exhibit "B" is added to this DECLARATION by an appropriate amendment, such property shall not be subject to this DECLARATION, and this DECLARATION shall have no effect on the title to such property.

14. SPECIAL PROVISIONS REGARDING CABLE TELEVISION. DECLARANT reserves and shall have the right to grant a private cable television company an easement to provide cable television service to all of the UNITS within the SUBJECT PROPERTY, on such terms and conditions as DECLARANT may reasonably desire, provided however that the services charged by the cable company shall not be unreasonable compared to other cable television companies providing cable television in the county in which the SUBJECT PROPERTY is located. Any cable television agreement may also give the OWNERS the option to subscribe to additional channels or services in addition to the basic cable television service for an additional fee to be determined by the cable television company from time to time. When DECLARANT no longer elects any director of the COMMUNITY ASSOCIATION, thereafter all rights of DECLARANT as set forth in this paragraph may be exercised by the COMMUNITY ASSOCIATION.

15. NEIGHBORHOOD DECLARATIONS. It is acknowledged and contemplated that the SUBJECT PROPERTY will be developed into various neighborhoods, and that a NEIGHBORHOOD DECLARATION will be recorded against each NEIGHBORHOOD developed within the SUBJECT PROPERTY. Any NEIGHBORHOOD DECLARATION may contain restrictions, covenants, easements, and other provisions effecting only the NEIGHBORHOOD(s) effected by the NEIGHBORHOOD DECLARATION. Pursuant to any NEIGHBORHOOD DECLARATION, an association may be required to perform various functions which may include the maintenance of NEIGHBORHOOD AREAS; the maintenance of portions of SUBJECT PROPERTY within the NEIGHBORHOOD, UNITS and other improvements owned by the OWNERS within the NEIGHBORHOOD; providing common casualty insurance for the UNITS within the NEIGHBORHOOD; rebuilding and reconstructing UNITS and other improvements within the NEIGHBORHOOD which are damaged or destroyed due to casualty, and such other functions as may be designated by the NEIGHBORHOOD DECLARATION. Any association designated to perform such functions may be the COMMUNITY ASSOCIATION, or may be a separate and distinct NEIGHBORHOOD ASSOCIATION, as provided in the NEIGHBORHOOD DECLARATION. In connection with any NEIGHBORHOOD DECLARATION, the following provisions shall apply.

15.1. Requirement of NEIGHBORHOOD DECLARATION. It is the intention of this DECLARATION that every portion of the SUBJECT PROPERTY which contains UNITS is to be designated as part of a NEIGHBORHOOD, which designation shall be made pursuant to a NEIGHBORHOOD DECLARATION, or any amendment adding any property to the SUBJECT PROPERTY. If any portion of the SUBJECT PROPERTY is not designated as a NEIGHBORHOOD pursuant to any NEIGHBORHOOD DECLARATION or pursuant to any amendment to this DECLARATION, then the BOARD will be entitled to designate such portion of the SUBJECT PROPERTY as one or more NEIGHBORHOODS, in the BOARD's sole discretion, so that there will be no UNITS within the SUBJECT PROPERTY that are not designated as part of a NEIGHBORHOOD.

15.2. Consent of DECLARANT or COMMUNITY ASSOCIATION. No NEIGHBORHOOD DECLARATION shall be recorded or amended without the written consent of DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any portion of the property described in Exhibit "B" that may be added to the SUBJECT PROPERTY, and thereafter without the written joinder of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, the failure of DECLARANT or the COMMUNITY ASSOCIATION to consent to any NEIGHBORHOOD DECLARATION or any

amendment shall not effect the validity of the NEIGHBORHOOD DECLARATION or such amendment, but no NEIGHBORHOOD DECLARATION or amendment shall be effective to impose any duty or obligation on the part of the COMMUNITY ASSOCIATION unless the COMMUNITY ASSOCIATION, in its sole discretion, elects to assume any of the obligations imposed upon it notwithstanding the lack of the required consent. DECLARANT or the COMMUNITY ASSOCIATION shall have a right to charge reasonable fee to any PERSON requesting consent to any NEIGHBORHOOD DECLARATION, or any amendment, including where applicable the fee of any attorney and/or consultant hired to review the NEIGHBORHOOD DECLARATION or amendment, and DECLARANT or the COMMUNITY ASSOCIATION shall not be obligated to review or approve, or join in, any NEIGHBORHOOD DECLARATION or amendment until such fee is paid. DECLARANT or the COMMUNITY ASSOCIATION shall notify any PERSON requesting approval of any NEIGHBORHOOD DECLARATION or amendment of its approval or disapproval, or that such party requires changes in such NEIGHBORHOOD DECLARATION or amendment, by written notice within 30 days after request for such approval is made. In the event DECLARANT or the COMMUNITY ASSOCIATION fails to give any PERSON requesting approval notice of disapproval within such 30 day period the request shall be deemed approved and upon request DECLARANT or the COMMUNITY ASSOCIATION, as applicable, shall execute a consent to the NEIGHBORHOOD DECLARATION or amendment. In consenting to any NEIGHBORHOOD DECLARATION or amendment, DECLARANT or the COMMUNITY ASSOCIATION may condition such consent upon changes being made and any such conditional consent shall be deemed a disapproval unless and until the PERSON requesting the approval agrees to and makes the changes. DECLARANT and the COMMUNITY ASSOCIATION shall have no liability with respect to their consent or disapproval of any NEIGHBORHOOD DECLARATION or any amendment thereto.

15.3. NEIGHBORHOOD AREA. Any NEIGHBORHOOD DECLARATION may designate any AREA OF COMMON CONCERN as a NEIGHBORHOOD AREA for the use and benefits solely of the owners and residents of the applicable NEIGHBORHOOD(s) subject to the NEIGHBORHOOD DECLARATION.

15.4. NEIGHBORHOOD EXPENSES. Any NEIGHBORHOOD EXPENSES incurred by the COMMUNITY ASSOCIATION in connection with any NEIGHBORHOOD DECLARATION shall be assessed solely to the OWNERS of the UNITS within the NEIGHBORHOOD(s) subject to the NEIGHBORHOOD DECLARATION, subject to the provisions of this DECLARATION and subject to the terms and provisions of the NEIGHBORHOOD DECLARATION.

15.5. Conflict with DECLARATION. In the event of any conflict between the terms and provisions of this DECLARATION and any NEIGHBORHOOD DECLARATION, the terms of this DECLARATION shall control, except where indicated to the contrary. Notwithstanding the foregoing, any NEIGHBORHOOD DECLARATION may establish a method of allocating the NEIGHBORHOOD EXPENSES among the OWNERS of the NEIGHBORHOOD(s) subject to the NEIGHBORHOOD DECLARATION in such manner as is specified in the NEIGHBORHOOD DECLARATION. Furthermore, as regards any use and maintenance restrictions, any NEIGHBORHOOD DECLARATION may impose use and maintenance restrictions that are more restrictive than the use and maintenance restrictions contained in this DECLARATION, but no NEIGHBORHOOD DECLARATION may permit any activities that are expressly prohibited by the terms and provisions of this DECLARATION.

15.6. DECLARANT's Liability for NEIGHBORHOOD EXPENSES. DECLARANT shall have no liability for the payment of any NEIGHBORHOOD EXPENSES, and shall further have no liability with respect to any NEIGHBORHOOD DECLARATION, unless DECLARANT is the NEIGHBORHOOD DEVELOPER of the NEIGHBORHOOD, or unless DECLARANT otherwise agrees to accept such liability by joining in the NEIGHBORHOOD DECLARATION or otherwise accepts such liability in writing.

16. MISCELLANEOUS.

16.1. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the property owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the COMMUNITY ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assigned to such property will be changed to equal the number of UNITS then existing within such property. Notwithstanding the foregoing, in the event any portion of the SUBJECT PROPERTY is submitted to the condominium form of ownership, such portion of the SUBJECT PROPERTY shall be

deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the COMMUNITY ASSOCIATION.

16.2. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

16.3. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of the directors, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

16.4. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

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

16.6. Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

16.7. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform the duties and obligations required hereunder to be performed by the COMMUNITY ASSOCIATION, and in that event DECLARANT shall be entitled to a credit against any monies owed by DECLARANT to the COMMUNITY ASSOCIATION for the reasonable cost of such services performed by DECLARANT.

16.8. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, for the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

16.9. Inapplicability of Condominium Act. It is acknowledged that the COMMUNITY ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

16.10. Lawsuits Brought by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall not commence any legal proceedings on its behalf or on behalf of the OWNERS, and shall not spend any money or make an assessment for any money to pay for attorneys' fees or any other fees, costs, or expenses of any kind or nature whatsoever to investigate, prepare for, or research any legal proceedings, without the consent of at least 75% of the votes of all of the NEIGHBORHOOD VOTING MEMBERS and without the consent of INSTITUTIONAL LENDERS holding mortgages that encumber a majority of the UNITS in each NEIGHBORHOOD, except for legal proceedings against an OWNER, other than DECLARANT, or against a NEIGHBORHOOD ASSOCIATION, to enforce the OWNER's or

NEIGHBORHOOD ASSOCIATION's obligations, monetary or otherwise, under this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations. In connection with the foregoing, no NEIGHBORHOOD VOTING MEMBER shall consent to the foregoing actions unless such consent is approved by 75% of the votes of the OWNERS within the NEIGHBORHOOD obtained at a special NEIGHBORHOOD meeting called expressly for the purpose of approving such action.

16.11. Sale and Development Easement. As long as DECLARANT owns any portion of the SUBJECT PROPERTY, or any property described in Exhibit "B" that may be added to the SUBJECT PROPERTY, DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT.

16.12. Modification of Development Plan and Obligations With Respect to the Property Described in Exhibit "B". DECLARANT reserves the right at any time and from time to time to modify the development plan for all or any portion of the SUBJECT PROPERTY or the property described in Exhibit "B" attached hereto, and in connection therewith it is acknowledged that UNITS may be developed within such property which are different from the UNITS presently or hereafter planned or existing from time to time. In addition, DECLARANT makes no representations or warranties as to the manner in which any other property outside of the SUBJECT PROPERTY will be developed, and shall have no liability to any OWNER as regards the development of any other property in or around the SUBJECT PROPERTY.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 13 day of APRIL, 1989.

WITNESSES:

HOLLYWOOD LAKES COUNTRY CLUB
INC., a Florida corporation

[Signature]
[Signature]

By: [Signature]

STATE OF FLORIDA)

COUNTY OF BROWARD)

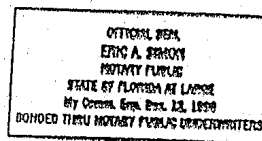
SS:

The foregoing instrument was acknowledged before me this 13 day of APRIL, 1989, by ROBERT SAGELY VICE PRESIDENT of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

y commission expires:

(Notary Seal)



THIS INSTRUMENT PREPARED BY: ERIC A. SIMON, ESQ.
BORKSON, SIMON & MOSKOWITZ, P.A.
1500 N.W. 49TH STREET, SUITE 401
FORT LAUDERDALE, FL 33309
305/491-2000

A:GRANDPLM.DEC
3/23/89

DESCRIPTION OF PARCEL 1:

A portion of the Southeast one-quarter (S.E.1/4) of Section 16, Township 51 South, Range 40 East, being more particularly described as follows:
COMMENCE at the Southeast corner of said Section 16; thence on a Grid North bearing of North 01° 42' 11" West along the East line of said Section 16 a distance of 593.71 feet; thence South 88° 17' 49" West on a prolongation of a radial from the next described curve a distance of 205.00 feet to a point on the arc of a 410.00 foot radius curve concave to the Northwest, said point being the POINT OF BEGINNING; thence Southerly and Westerly along said curve through a central angle of 113° 55' 45" an arc distance of 815.26 feet to a point of reverse curvature of a 1370.00 foot radius curve concave to the South; thence Southerly along said curve through a central angle of 02° 01' 37" an arc distance of 48.46 feet to a point on the arc of a 750.00 foot radius non-tangent curve concave to the West, a radial through said point bears South 67° 07' 01" East; thence Northerly along said curve through a central angle of 37° 26' 59" an arc distance of 490.22 feet to a point of tangency; thence North 14° 34' 00" West on a prolongation of a radial from the next described curve a distance of 560.00 feet to a point on the arc of a 180.00 foot radius non-tangent curve concave to the Northwest; thence Northeasterly along said curve through a central angle of 75° 59' 55" an arc distance of 238.76 feet to a point of tangency; thence North 00° 33' 55" West a distance of 140.05 feet to a point on the arc of a 4540.00 foot radius non-tangent curve concave to the North, a radial through said point bears South 00° 55' 31" West; thence Easterly along said curve through a central angle of 01° 29' 26" an arc distance 118.10 feet to a point of tangency; thence North 89° 26' 05" East a distance of 131.91 feet to a point of curvature of a 310.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 88° 51' 44" an arc distance of 480.79 feet to a point of tangency; thence South 01° 42' 11" East along a line parallel with and 205.00 feet West of (as measured at right angle to) the East line of said Section 16 a distance of 664.57 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 768,779 square feet (17.649 acres) more or less

Legal Description prepared by:

R. P. LEGG & ASSOCIATES, INC., Land Surveyors
6120 Pasadena Blvd., Pembroke Pines, FL 33024

BK16368PG0761

EXHIBIT "A"

PAGE 1

DESCRIPTION OF PARCEL 2:

A portion of the Southeast one-quarter (SE 1/4) of Section 16, Township 51 South, Range 40 East and a portion of Tracts 1, 2, 3 and 4 of Section 21, Township 51 South, Range 40 East of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 21; thence on a Grid North bearing of South 89°29'14" West along the North line of said Section 21 a distance of 189.35 feet to a point on the arc of a 320.00 foot radius non-tangent curve, concave to the West, a radial through said point bears North 78°47'57" East, said point also being the POINT OF BEGINNING; thence Southerly along said curve through a central angle of 09°24'28" an arc distance of 52.54 feet to a point of tangency; thence South 01°47'35" East along a line parallel with and 185.00 feet West of (as measured at right angles to) the East line of said Section 21 a distance of 969.77 feet to a point on the arc of a 1229.85 foot radius non-tangent curve concave to the North, a radial through said point bears South 14°44'32" East; thence Westerly along said curve through a central angle of 34°34'54" an arc distance of 742.29 feet; thence North 11°01'53" East a distance of 389.32 feet; thence North 17°37'13" East a distance of 372.57 feet to a point on the arc of a 550.35 foot radius non-tangent curve, concave to the Northwest, a radial through said point bears South 20°14'04" East; thence Northeasterly along said curve through a central angle of 26°58'42" an arc distance of 259.14 feet to a point of compound curvature of a 210.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of 27°25'38" an arc distance of 100.53 feet to a point of compound curvature of a 594.07 foot radius curve, concave to the West; thence Northerly along said curve through a central angle of 15°41'54" an arc distance of 162.77 feet to a point on the arc of a 490.00 foot radius non-tangent curve, concave to the Northwest, a radial through said point bears South 26°35'46" East; thence Northeasterly along said curve through a central angle of 11°10'00" an arc distance of 95.50 feet to a point of reverse curvature of a 25.00 foot radius curve concave to the South; thence Easterly along said curve through a central angle of 83°52'10" an arc distance of 36.60 feet to a point of tangency; thence South 43°53'37" East a distance of 37.97 feet to a point of curvature of a 320.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 32°14'34" an arc distance of 182.59 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 625,314 square feet (14.355/ acres) more or less.

Legal Description Prepared by:

R.P. LEGG & ASSOCIATES, INC., Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK16368PG0762

DESCRIPTION OF PARCEL 3:

A portion of Tracts 4, 5, 6, 7 and 8 of Section 21, Township 51 South, Range 40 East of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast one-quarter (NE 1/4) of said Section 21; thence on a Grid North bearing of North 01°47'35" West along the East line of said Section 21 a distance of 140.04 feet; thence South 89°29'42" West along a line being parallel with and 140.00 feet North of (as measured at right angles to) the South line of the Northeast one-quarter (NE 1/4) of said Section 21 a distance of 100.03 feet to the POINT OF BEGINNING; thence continue South 89°29'42" West along said parallel line a distance of 340.12 feet; thence North 00°30'18" West a distance of 255.31 feet; thence North 63°43'22" West a distance of 173.81 feet; thence North 79°13'22" West a distance of 520.00 feet; thence North 61°43'22" West a distance of 154.00 feet; thence North 28°16'38" East a distance of 475.00 feet; thence North 14°46'48" East and radial to the next described curve a distance of 328.00 feet to a point on the arc of a 1469.56 foot radius curve concave to the North; thence Easterly along said curve through a central angle of 25°38'13" an arc distance of 657.56 feet; thence North 90°00'00" East a distance of 143.45 feet to an intersection with a line being parallel with and 100.00 feet West of (as measured at right angles to) the East line of said Section 21; thence South 01°47'35" East along said parallel line a distance of 1222.85 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 938,337 square feet (21.541 acres) more or less.

Legal Description Prepared By:

R.P. LEGG & ASSOCIATES, INC., Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK 16368 PG 0763

DESCRIPTION OF PARCEL 4:

A portion of the Southeast quarter (SE 1/4) of Section 16, Township 51 South, Range 40 East, said portion being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 16; thence on a Grid North bearing of South 89°29'14" West along the South line of said Section 16 a distance of 1009.91 feet; thence North 19°41'17" West a distance of 646.93 feet to the POINT OF BEGINNING; thence South 73°53'59" West a distance of 141.58 feet; thence North 63°39'52" West a distance of 53.62 feet to a point of curvature of a 200.00 foot radius curve concave to the South; thence Westerly along said curve through a central angle of 30°00'00" an arc distance of 104.72 feet to a point of tangency; thence South 86°20'08" West a distance of 434.41 feet to a point of curvature of a 105.00 foot radius curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 89°58'28" an arc distance of 164.89 feet to a point of tangency; thence North 03°41'24" West a distance of 380.05 feet to a point of curvature of a 205.00 foot radius curve concave to the Southeast; thence Northerly and Easterly along said curve through a central angle of 109°30'00" an arc distance of 391.78 feet to a point of tangency; thence South 74°11'24" East a distance of 306.99 feet to a point of curvature of a 205.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 54°30'07" an arc distance of 195.00 feet to a point of tangency; thence South 19°41'17" East a distance of 481.14 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 462,355 square feet ((10.614 acres) more or less.

Legal Description Prepared By:

R.P. LEGG & ASSOCIATES, INC., Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK 116368 PG 0764

DESCRIPTION OF PARCEL 5:

A portion of the Southeast corner of Section 16, Township 5: South, Range 40 East and a portion of Tracts 14, 15 and 16 in Section 21, Township 5: South, Range 40 East of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 21; thence on a Grid North bearing of South $89^{\circ}29'14''$ West along the North line of said Section 21, also being the South line of said Section 16, a distance of 1415.18 feet to the POINT OF BEGINNING; thence South $04^{\circ}07'39''$ West a distance of 388.45 feet; thence South $05^{\circ}45'16''$ East a distance of 465.73 feet; thence South $74^{\circ}32'00''$ West a distance of 282.81 feet to a point of curvature of an 80.00 foot radius curve concave to the North; thence Westerly along said curve through a central angle of $42^{\circ}50'58''$ an arc distance of 59.83 feet to a point of reverse curvature of a 1914.00 foot radius curve concave to the South; thence Westerly along said curve through a central angle of $13^{\circ}21'24''$ an arc distance of 446.18 feet to a point of tangency; thence North $75^{\circ}57'26''$ West a distance of 164.59 feet; thence North $14^{\circ}02'34''$ East a distance of 325.00 feet to a point of curvature of an 820.00 foot radius curve concave to the Southeast; thence Northeasterly along said curve through a central angle of $60^{\circ}39'00''$ an arc distance of 868.00 feet to a point of compound curvature of a 1290.00 foot radius curve concave to the South; thence Easterly along said curve through a central angle of $11^{\circ}10'09''$ an arc distance of 251.47 feet; thence South $04^{\circ}07'39''$ West a distance of 227.32 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 742,305 square feet (17.041 acres) more or less.

Legal Description Prepared By:

R.P. LEGG & ASSOCIATES, INC., Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK16368PG0765

DESCRIPTION OF PARCEL 6:

A portion of Tracts 10, 11, 12 and 13 in Section 21, Township 51 South, Range 40 East of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, said portion being more particularly described as follows:

COMMENCE at the East quarter (E 1/4) corner of said Section 21; thence on a Grid North bearing of South 89°29'42" West along the South line of the Northeast one-quarter (NE 1/4) of said Section 21 a distance of 1,833.73 feet; thence North 34°54'30" West a distance of 530.34 feet to the POINT OF BEGINNING; thence continue North 34°54'30" West a distance of 695.16 feet to a point of curvature of an 80.00 foot radius curve concave to the Southwest; thence Northwesterly along said curve through a central angle of 21°43'02" an arc distance of 30.32 feet to a point of tangency; thence North 56°37'32" West on a prolongation of a radial from the next described curve a distance of 95.86 feet to a point on the arc of a 675.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of 19°19'54" an arc distance of 227.75 feet to a point of tangency; thence North 14°02'34" East a distance of 364.09 feet; thence South 75°57'26" East a distance of 89.95 feet to a point of curvature of a 2,326.00 foot radius curve concave to the South; thence Easterly along said curve through a central angle of 12°21'05" an arc distance 501.42 feet; feet to a point of tangency; thence South 09°37'07" East a distance of 399.36 feet; thence South 04°52'53" West a distance of 100.00 feet; thence South 17°01'03" West a distance of 301.44 feet; thence South 42°12'00" West a distance of 308.01 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 598,589 square feet (13.742 acres) more or less.

Legal Description Prepared By:

R.F. LEGG & ASSOCIATES, INC., Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK 16368 PG 766

DESCRIPTION OF PARCEL 7:

A portion of the Southwest one-quarter (SW 1/4) of Section 16, Township 51 South, Range 40 East, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 16; thence on a Grid North bearing of South 89°29'14" West along the South line of said Section 16 a distance of 2645.78 feet to the South one-quarter corner (S 1/4) of said Section 16; thence continue South 89°29'14" West along said South line a distance of 499.96 feet; thence North 34°23'08" West a distance of 581.99 feet to the POINT OF BEGINNING; thence continue North 34°23'08" West a distance of 239.99 feet; thence North 07°53'00" West a distance of 330.00 feet; thence North 01°07'00" East a distance of 496.26 feet; thence North 41°57'46" East a distance of 313.89 feet; thence North 77°00'45" East a distance of 556.55 feet; thence South 32°16'37" East a distance of 185.50 feet; thence South 06°52'25" West a distance of 267.62 feet; thence South 00°22'00" West a distance of 850.00 feet; thence South 43°22'00" West and radial to the next described curve a distance of 115.00 feet to a point on the arc of a 290.00 foot radius curve concave to the Southwest; thence Northwesterly along said curve through a central angle of 38°00'08" an arc distance of 192.35 feet to a point of compound curvature of a 595.00 foot radius curve concave to the South; thence Westerly along said curve through a central angle of 39°45'00" an arc distance of 412.79 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 974,458 square feet (22.370 acres) more or less.

Legal Description Prepared By:

R.P. LEGG & ASSOCIATES, INC. Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK16368P60767

DESCRIPTION:

Portions of the South one-half (S1/2) of Section 16, Township 51 South, Range 40 East, said portions being more particularly described as follows:

The Southeast one-quarter (SE1/4) of the Southwest one-quarter (SW1/4); together with the East one-half (E1/2) of the Southwest one-quarter (SW1/4) of the Southwest one-quarter (SW1/4); together with the South three-quarters (S3/4) of the Northeast one-quarter (NE1/4) of the Southwest one-quarter (SW1/4), less the North 100.00 feet thereof; together with the South one-half (S1/2) of the Northeast one-quarter (NE1/4) of the Northwest one-quarter (NW1/4) of the Southwest one-quarter (SW1/4), less the North 100.00 feet thereof; together with the South one-half (S1/2) of the Southeast one-quarter (SE1/4); together with the South one-half (S1/2) of the Northwest one-quarter (NW1/4) of the Southeast one-quarter (SE1/4); together with the Southwest one-quarter (SW1/4) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4); together with the Northwest one-quarter (NW1/4) of the Northwest one-quarter (NW1/4) of the Southeast one-quarter (SE1/4), less the South 150.00 feet of the North 250.00 feet of the West 175.00 feet thereof, and also less the North 100.00 feet for Hollywood Boulevard right-of way as recorded in Deed Book 181 at Page 49 and Deed Book 728 at Page 267, Broward County Records; together with the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4), less the North 320.00 feet thereof; together with the West 145.00 feet of the North 160.00 feet of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4);

together with portions of the North one-half (N1/2) of Section 21, Township 51 South, Range 40 East of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" according to the Plat thereof as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, said portions being more particularly described as follows:

All of Tracts 1 through 7; together with all of Tracts 10 through 24; together with the East one-half (E1/2) of Tracts 25 through 32; and also together with Tracts 8 and 9, less that portion lying within 53.00 feet of the South boundary of the Northeast one-quarter (NE1/4) of said Section 21, Quit Claimed to Broward County and recorded in Official Record Book 2691 at Page 706, Broward County Records, and also less that portion of said Tract 8 Deeded to Broward County for State Road 93 (1-75) right-of way and recorded in Official Record Book 7778 at Page 321, Broward County Records, and also less that portion of said Tracts 1 through 8 lying within 15.00 feet of the East boundary of said Section 21, and also less that portion of said Tract 24 and the East one-half (E1/2) of said Tract 25 lying within 15.00 feet of the South boundary of the Northwest one-quarter (NW1/4) of said Section 21.

Said lands situate,-- lying and being in the City of Pembroke Pines, Broward County, Florida and containing 499.698 acres, more or less.

DN 16368 PCU / 68

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GRAND PALMS COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 7, 1989, as shown by the records of this office.

The document number of this corporation is N31027.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
7th day of March, 1989.



CR2EO22 (6-88)

Jim Smith
Secretary of State

EXHIBIT "C"

BK16368PC0769

DESCRIPTION OF PARCEL 7:

A portion of the Southwest one-quarter (SW 1/4) of Section 16, Township 51 South, Range 40 East, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 16; thence on a Grid North bearing of South 89°29'14" West along the South line of said Section 16 a distance of 2645.78 feet to the South one-quarter corner (S 1/4) of said Section 16; thence continue South 89°29'14" West along said South line a distance of 499.96 feet; thence North 34°23'08" West a distance of 581.99 feet to the POINT OF BEGINNING; thence continue North 34°23'08" West a distance of 239.99 feet; thence North 07°53'00" West a distance of 330.00 feet; thence North 01°07'00" East a distance of 496.26 feet; thence North 41°57'46" East a distance of 313.89 feet; thence North 77°00'45" East a distance of 556.55 feet; thence South 32°16'37" East a distance of 185.50 feet; thence South 06°52'25" West a distance of 267.62 feet; thence South 00°22'00" West a distance of 850.00 feet; thence South 43°22'00" West and radial to the next described curve a distance of 115.00 feet to a point on the arc of a 290.00 foot radius curve concave to the Southwest; thence Northwesterly along said curve through a central angle of 38°00'08" an arc distance of 192.35 feet to a point of compound curvature of a 595.00 foot radius curve concave to the South; thence Westerly along said curve through a central angle of 39°45'00" an arc distance of 412.79 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 974,458 square feet (22.370 acres) more or less.

Legal Description Prepared By:

R.P. LEGG & ASSOCIATES, INC. Land Surveyors
8120 Pasadena Blvd. Pembroke Pines, FL 33024

BK16368P60767

ARTICLES OF INCORPORATION

OF

GRAND PALMS COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

PREAMBLE:

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation ("DECLARANT"), owns certain property in Broward County, Florida. DECLARANT intends to record a Master Declaration for Grand Palms (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the sole member of the Association.

1. NAME. The name of the corporation is: GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "COMMUNITY ASSOCIATION").

2. PURPOSE. The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3. To administer, enforce and carry out the terms and provisions of any NEIGHBORHOOD DECLARATION executed by DECLARANT or approved by DECLARANT or the COMMUNITY ASSOCIATION, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION.

3. POWERS. The COMMUNITY ASSOCIATION shall have the following powers:

3.1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2. All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or by a NEIGHBORHOOD DECLARATION, or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any NEIGHBORHOOD DECLARATION.

3.3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4. To make and collect ASSESSMENTS against the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6. To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, Directors and OWNERS, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

ARTICLES OF INCORPORATION

OF

GRAND PALMS COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

PREAMBLE:

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation ("DECLARANT"), owns certain property in Broward County, Florida. DECLARANT intends to record a Master Declaration for Grand Palms (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the sole member of the Association.

1. NAME. The name of the corporation is: GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "COMMUNITY ASSOCIATION").

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2.3. To administer, enforce and carry out the terms and provisions of any NEIGHBORHOOD DECLARATION executed by DECLARANT or approved by DECLARANT or the COMMUNITY ASSOCIATION, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION.

3. POWERS. The COMMUNITY ASSOCIATION shall have the following powers:

3.1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2. All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or by a NEIGHBORHOOD DECLARATION, or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any NEIGHBORHOOD DECLARATION.

3.3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4. To make and collect ASSESSMENTS against the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6. To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, Directors and OWNERS, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7. To operate, maintain, repair, and improve all AREAS OF COMMON CONCERN, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8. To exercise architectural control over all IMPROVEMENTS within the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9. To contract for cable television and monitoring services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, as the BOARD in its discretion determines necessary or appropriate.

3.11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by the South Broward Drainage District or the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances, except such as are owned or maintained by the South Broward Drainage District or by the owner of the RESORT referred to in the DECLARATION.

4. MEMBERS.

4.1. MEMBERS.

4.1.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Such membership shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to such UNIT(s).

4.1.2. DECLARANT. DECLARANT shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT owns any UNIT or mortgage encumbering any undeveloped portion of the SUBJECT PROPERTY, or owns any portion of the property described in Exhibit "B" which may be added to the DECLARATION.

4.2. Transfer of Membership. The transfer of the membership of any OWNER in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any UNITS for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming member(s), and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the property, and it shall be the responsibility and obligation of the former and new OWNER of the property to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3. The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the property associated with the membership of the OWNER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such property.

4.4. OWNERS' Voting Rights. Each OWNER shall have a number of votes as follows:

4.4.1. OWNERS and NEIGHBORHOOD VOTING MEMBERS. Pursuant to the DECLARATION, each portion of the SUBJECT PROPERTY is to be designated as a NEIGHBORHOOD pursuant to a NEIGHBORHOOD DECLARATION. The BYLAWS shall provide for NEIGHBORHOOD meetings, at which the OWNERS within the NEIGHBORHOOD shall be entitled to attend and vote on matters presented at the NEIGHBORHOOD meeting, including the election of a NEIGHBORHOOD VOTING MEMBER, and at each NEIGHBORHOOD meeting, each OWNER within the NEIGHBORHOOD shall have a number of votes equal to the number of UNITS owned by the OWNER at the time of such meeting. The NEIGHBORHOOD VOTING MEMBERS elected by the OWNERS at the NEIGHBORHOOD meetings shall have the right to attend all general meetings of the COMMUNITY ASSOCIATION, for the purpose of electing directors and for any other purpose, and shall have the right to cast a number of votes at each such meeting, equal to the number of UNITS within the NEIGHBORHOOD represented by the NEIGHBORHOOD VOTING MEMBER.

4.4.2. DECLARANT. DECLARANT shall have three votes for each vote of any OWNER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided, and thereafter DECLARANT shall have three votes for each UNIT within any portion of the SUBJECT PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION. For purposes of these ARTICLES and the BYLAWS, DECLARANT shall be deemed a NEIGHBORHOOD VOTING MEMBER with respect to any property owned by DECLARANT.

4.5. The BYLAWS shall provide for an annual NEIGHBORHOOD meeting of the OWNERS and an annual meeting of the members of the COMMUNITY ASSOCIATION which may be attended solely by the NEIGHBORHOOD VOTING MEMBERS, and may also make provisions for special meetings.

5. DIRECTORS.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

5.2. Election of Directors. The Directors of COMMUNITY ASSOCIATION shall be elected as follows:

5.2.1. Initially the Board of Directors shall consist of three members, and DECLARANT shall have the right to appoint all of the Directors.

5.2.2. The number of Directors shall be increased to four Directors, three of which shall be appointed by DECLARANT, and one of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 25% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.

5.2.3. The number of Directors shall be increased to five Directors, three of which shall be appointed by DECLARANT and two of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 50% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.

5.2.4. When 75% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS, or 10 years after the DECLARATION has been recorded in the public records of the county in which the SUBJECT PROPERTY is located, whichever occurs first, the number of Directors shall be determined in the manner provided in the BYLAWS, and the Directors shall be elected by the NEIGHBORHOOD VOTING MEMBERS in the manner provided by the BYLAWS. However, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY, in addition to the directors appointed by the NEIGHBORHOOD VOTING MEMBERS, DECLARANT shall have the right to appoint one Director, and the

25%
30%
18%
24%
50%

75%
By Laws

Director appointed by DECLARANT shall have a right of veto with respect to any action taken by the BOARD, and in the event the Director appointed by DECLARANT vetoes any action taken by the BOARD, such action shall be null and void.

5.3. Duties and Powers. All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS, or any NEIGHBORHOOD DECLARATION, shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the OWNERS only when specifically required.

5.4. Removal and Vacancies. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

5.5. Initial Directors. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

E. M. SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027.
ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, Florida 33027.
SANDY SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027.

6. OFFICERS. The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT E. M. SEGALL
VICE PRESIDENT ROBERT SHELLEY
VICE PRESIDENT/SECRETARY/TREASURER SANDY SEGALL

7. INDEMNIFICATION.

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

7.2. To the extent that a Director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in

defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the votes of the OWNERS.

7.4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

7.5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of the OWNERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

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

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

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

9.1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the NEIGHBORHOOD VOTING MEMBERS, which may be the annual or a special meeting.

9.2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each NEIGHBORHOOD VOTING MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meetings of the NEIGHBORHOOD VOTING MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3. At such meeting, a vote of the NEIGHBORHOOD VOTING MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all of the NEIGHBORHOOD VOTING MEMBERS.

9.4. Any number of amendments may be submitted to the NEIGHBORHOOD VOTING MEMBERS and voted upon by them at any one meeting.

9.5. If all of the Directors and all of the NEIGHBORHOOD VOTING MEMBERS eligible to vote, and DECLARANT so long as it is a member, sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

9.6. In addition to the above, so long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, so long as DECLARANT owns any portion of the property described in Exhibit "B" of the DECLARATION, no amendment to these ARTICLES or the BYLAWS shall be made without the written consent of DECLARANT and, in any event, no amendment may be made without the consent of DECLARANT which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9.7. Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. TERM. The COMMUNITY ASSOCIATION shall have perpetual existence.

11. INCORPORATOR. The name and street address of the incorporator is: ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, FL 33027.

12. INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT. The street address of the initial registered office of the COMMUNITY ASSOCIATION is 14800 Pines Boulevard, Pembroke Pines, FL 33027. The initial registered agent of the ASSOCIATION at that address is ROBERT SHELLEY.

13. DISSOLUTION. The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the NEIGHBORHOOD VOTING MEMBERS, and DECLARANT so long as it is a member, and shall also require the consent of the South Florida Water Management District, or any successor governmental authorities. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES.

WITNESSES:

Madeline Woodbridge
[Signature]

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

[Signature]
ROBERT SHELLEY

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of March, 1989, by ROBERT SHELLEY, as incorporator and as registered agent.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires August 24, 1990
Bonded thru Huckleberry, Sibley &
Harvey Insurance and Bonds, Inc.

A:GRANDPLM.ART
2/22/89

COMMUNITY ARTICLES-6

2/24/89

BK16368PG0775

BYLAWS
OF
GRAND PALMS COMMUNITY ASSOCIATION, INC.
a Florida corporation not-for-profit

1. GENERAL.

1.1. Identity. These are the BYLAWS of GRAND PALMS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for GRAND PALMS (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

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

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

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

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the OWNERS, and all holders, insurers, or guarantors of any first mortgage encumbering any portion of the SUBJECT PROPERTY, upon request, during normal business hours or under other reasonable circumstances which shall not unreasonably interfere with the operation of the COMMUNITY ASSOCIATION, for proper purposes. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any portion of the SUBJECT PROPERTY or any UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

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

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the OWNERS. Each NEIGHBORHOOD ASSOCIATION shall at all times advise the secretary of the names of the officers and directors of the NEIGHBORHOOD ASSOCIATION, and of the number of UNITS within the property subject to the jurisdiction of the NEIGHBORHOOD ASSOCIATION. Furthermore, upon request from the COMMUNITY ASSOCIATION, the NEIGHBORHOOD ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS subject to the jurisdiction of the NEIGHBORHOOD ASSOCIATION. Each OWNER shall at all times advise the secretary

of any change of address of the OWNER, of any change of ownership of the OWNER'S UNITS, and of any change in the UNITS within the OWNER'S property. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any UNIT or other portion of the SUBJECT PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the ASSOCIATION files a claim of lien which affects any property encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

3. NEIGHBORHOOD MEETINGS. If any NEIGHBORHOOD is not subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION, there shall be NEIGHBORHOOD meetings of the OWNERS within such NEIGHBORHOOD, in accordance with the following provisions of this paragraph, or as otherwise provided in any NEIGHBORHOOD DECLARATION.

3.1. Who May Attend. The OWNERS owning any UNITS within any NEIGHBORHOOD will have the right to attend any NEIGHBORHOOD meeting of the NEIGHBORHOOD. For purposes of this paragraph, if any UNITS are owned by a corporation or other entity, the principals, partners, directors, and officers of such entity shall be deemed co-OWNERS. Any person not expressly authorized to attend a meeting of the OWNERS, as set forth above, may be excluded from any meeting of the OWNERS by the presiding officer of the meeting. INSTITUTIONAL LENDERS holding a mortgage encumbering any UNITS within a NEIGHBORHOOD have the right to attend all meetings of the NEIGHBORHOOD.

3.2. Voting Rights. At all NEIGHBORHOOD meetings, there shall be one vote for each UNIT within the NEIGHBORHOOD which may be cast by any co-OWNER of the UNIT, or the holder of any proxy executed by the co-OWNER.

3.3. Majority Vote and Quorum Requirements. At any NEIGHBORHOOD meeting, the acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special NEIGHBORHOOD meeting, the presence in person or by proxy of OWNERS entitled to cast 1/3 of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.4. Place. All NEIGHBORHOOD meetings shall be held at such time and place as shall be designated by the NEIGHBORHOOD COMMITTEE and stated in the notice of meeting.

3.5. Notices. Written notice stating the place, day and hour of any NEIGHBORHOOD meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each OWNER not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the OWNER at the OWNER's address as it appears on the records of the COMMUNITY ASSOCIATION, unless such OWNER shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining OWNERS entitled to notice of, or to vote at, any NEIGHBORHOOD meeting, or in order to make a determination of the OWNERS for any other purpose, the BOARD shall be entitled to rely upon the OWNER register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if any UNIT is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the OWNER.

3.6. Waiver of Notice. Whenever any notice is required to be given to any OWNER under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a OWNER at a meeting shall constitute a waiver of notice of such meeting, except when the

OWNER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

3.7. Annual Meeting. The annual meeting for the purpose of electing the NEIGHBORHOOD VOTING MEMBER and alternate NEIGHBORHOOD VOTING MEMBER, and the members of the NEIGHBORHOOD COMMITTEE and transacting any other business shall be held within 60 days prior to the annual meeting of the NEIGHBORHOOD VOTING MEMBERS, at such time and place as may be determined by the BOARD and as is contained in the notice of such meeting. Notwithstanding the foregoing, during the period when DECLARANT is entitled to appoint a majority of the members of any NEIGHBORHOOD COMMITTEE, no annual meetings for any NEIGHBORHOODs will be required.

3.8. Special Meetings. Special meetings of any NEIGHBORHOOD may be requested at any time by written notice to the Secretary by the NEIGHBORHOOD VOTING MEMBER, the NEIGHBORHOOD COMMITTEE or the BOARD. The notice of any special meeting of a NEIGHBORHOOD shall be given by the Secretary of the COMMUNITY ASSOCIATION, to all of the OWNERS within the NEIGHBORHOOD within 30 days after same is duly requested, and the meeting shall be held within 45 days after same is duly requested. The notice of any special meeting shall state the purpose of the meeting, and business transacted at any special meeting shall be confined to the subjects stated in the notice of the meeting.

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

3.10. Organization. At each NEIGHBORHOOD meeting, the NEIGHBORHOOD VOTING MEMBER, or in his absence or inability to act, any person appointed by the NEIGHBORHOOD COMMITTEE shall act as chairman of the meeting.

3.11. Order of Business. The order of business at the annual NEIGHBORHOOD meetings of the OWNERS shall be:

- 3.11.1. Determination of chairman of the meeting;
- 3.11.2. Calling of the roll and certifying of proxies;
- 3.11.3. Proof of notice of meeting or waiver of notice;
- 3.11.4. Reading and disposal of any unapproved minutes;
- 3.11.5. Election of inspectors of election;
- 3.11.6. Determination of number of NEIGHBORHOOD COMMITTEE members;
- 3.11.7. Nomination and election of NEIGHBORHOOD COMMITTEE members;
- 3.11.8. Reports of NEIGHBORHOOD COMMITTEE members;
- 3.11.9. Unfinished business;
- 3.11.10. New business; and
- 3.11.11. Adjournment

3.12. Minutes. The minutes of all NEIGHBORHOOD meetings shall be kept in a book available for inspection by the OWNERS within the NEIGHBORHOOD or their authorized representatives, and the members of the NEIGHBORHOOD COMMITTEE, or

the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

3.13. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special NEIGHBORHOOD meeting may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the OWNERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all OWNERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those OWNERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any UNIT owned by more than one person or by an entity may be signed by any co-owner pursuant to Paragraph 4.1 of these BYLAWS.

4. NEIGHBORHOOD COMMITTEE AND NEIGHBORHOOD VOTING MEMBER. The following provisions apply with respect to any NEIGHBORHOOD that is not subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION:

4.1. Number of NEIGHBORHOOD COMMITTEE Members.

4.1.1. Each NEIGHBORHOOD shall elect a NEIGHBORHOOD COMMITTEE consisting of not less than three nor more than five members.

4.2. Election of NEIGHBORHOOD COMMITTEE Members. Any NEIGHBORHOOD DEVELOPER shall have the right to appoint all of the members of the NEIGHBORHOOD COMMITTEE of the NEIGHBORHOOD until such time as 75% of the UNITS within the NEIGHBORHOOD have been completed and conveyed to UNIT OWNERS, or as otherwise provided in any NEIGHBORHOOD DECLARATION. Thereafter the members of the NEIGHBORHOOD COMMITTEE shall be elected by the OWNERS within the NEIGHBORHOOD in the following manner:

4.2.1. At any time after the NEIGHBORHOOD DEVELOPER no longer has the right to appoint the members of the NEIGHBORHOOD COMMITTEE, or upon the earlier voluntary relinquishment by the NEIGHBORHOOD DEVELOPER of its right to appoint any or all members of the NEIGHBORHOOD COMMITTEE, a special NEIGHBORHOOD meeting may be called to elect the members of the NEIGHBORHOOD COMMITTEE. In the absence of such a meeting, the members of the NEIGHBORHOOD COMMITTEE appointed by the NEIGHBORHOOD DEVELOPER may continue to serve until the next annual NEIGHBORHOOD meeting. In the event such a special NEIGHBORHOOD meeting is called and held, and members of the NEIGHBORHOOD COMMITTEE are elected by the OWNERS, at such special NEIGHBORHOOD meeting the OWNERS may elect to not hold the next annual NEIGHBORHOOD meeting of the OWNERS if such next annual NEIGHBORHOOD meeting is less than six (6) months after the date of the special NEIGHBORHOOD meeting. Upon such election, the next annual NEIGHBORHOOD meeting shall not be held.

4.2.2. Except as provided above, the OWNERS shall elect the members of the NEIGHBORHOOD COMMITTEE at the annual NEIGHBORHOOD meetings, unless a special meeting of the OWNERS is called in order to fill a vacancy on the NEIGHBORHOOD COMMITTEE as provided below.

4.2.3. Prior to any special or annual NEIGHBORHOOD meeting at which members of the NEIGHBORHOOD COMMITTEE are to be elected by the OWNERS, the existing NEIGHBORHOOD COMMITTEE may nominate a committee, which committee shall nominate one person for each member of the NEIGHBORHOOD COMMITTEE to be elected by the OWNERS, on the basis that the number of members of the NEIGHBORHOOD COMMITTEE will not be altered at the NEIGHBORHOOD meeting. Nominations for additional memberships of the NEIGHBORHOOD COMMITTEE created at the meeting may be made from the floor, and other nominations may be made from the floor.

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

4.3. Term of Office. All members of the NEIGHBORHOOD COMMITTEE elected by the OWNERS shall hold office for a period of one year, until the next

annual NEIGHBORHOOD meeting, or until their successors are duly elected, or until such member's death, resignation or removal.

4.4. Meetings. The NEIGHBORHOOD COMMITTEE of each NEIGHBORHOOD shall hold meetings at such time and place as may be determined, from time to time, by a majority of the members of the NEIGHBORHOOD COMMITTEE.

4.5. Notice of Meetings. Notice of each meeting of a NEIGHBORHOOD COMMITTEE shall be given by the NEIGHBORHOOD VOTING MEMBER, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each member of the NEIGHBORHOOD COMMITTEE either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the NEIGHBORHOOD COMMITTEE need not be given to any member of a NEIGHBORHOOD COMMITTEE who signs a waiver of notice either before or after the meeting. Attendance of a member of a NEIGHBORHOOD COMMITTEE at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when the member of a NEIGHBORHOOD COMMITTEE states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a NEIGHBORHOOD COMMITTEE need be specified in any notice or waiver of notice of such meeting.

4.6. Attendance at NEIGHBORHOOD COMMITTEE Meetings. All meetings of a NEIGHBORHOOD COMMITTEE shall be open to all OWNERS and INSTITUTIONAL LENDERS of the NEIGHBORHOOD. A member of the NEIGHBORHOOD COMMITTEE may appear at a NEIGHBORHOOD COMMITTEE meeting by telephone conference.

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

4.8. Resignation. Any member of a NEIGHBORHOOD COMMITTEE may resign at any time by giving written notice of his resignation to the BOARD and the other members of the NEIGHBORHOOD COMMITTEE. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.9. Removal of Members of a NEIGHBORHOOD COMMITTEE. Any member of a NEIGHBORHOOD COMMITTEE other than a member of a NEIGHBORHOOD COMMITTEE appointed by the NEIGHBORHOOD DEVELOPER may be removed with or without cause by OWNERS having a majority of the votes of the NEIGHBORHOOD at a special meeting of the NEIGHBORHOOD called by OWNERS having not less than thirty-three and one-third (33-1/3%) percent of the votes of the entire NEIGHBORHOOD expressly for that purpose. The vacancy on the NEIGHBORHOOD COMMITTEE caused by any such removal may be filled by the OWNERS at such meeting or, if the OWNERS shall fail to fill such vacancy, by the NEIGHBORHOOD COMMITTEE as in the case of any other vacancy on the NEIGHBORHOOD COMMITTEE.

4.10. Vacancies. Vacancies in the NEIGHBORHOOD COMMITTEE may be filled by a majority vote of the members of the NEIGHBORHOOD COMMITTEE then in office, though less than a quorum, or by a sole remaining member of the NEIGHBORHOOD COMMITTEE, and any members of the NEIGHBORHOOD COMMITTEE so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no members of the NEIGHBORHOOD COMMITTEE in office, then a special NEIGHBORHOOD meeting shall be called to elect the members of the NEIGHBORHOOD COMMITTEE.

4.11. Compensation. The members of the NEIGHBORHOOD COMMITTEE shall not be entitled to any compensation for serving as members of the NEIGHBORHOOD COMMITTEE unless the OWNERS within the NEIGHBORHOOD approve such compensation, provided however the COMMUNITY ASSOCIATION may reimburse any member of the NEIGHBORHOOD COMMITTEE for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the OWNERS.

4.12. NEIGHBORHOOD VOTING MEMBER. At each annual NEIGHBORHOOD meeting, a NEIGHBORHOOD VOTING MEMBER and an alternate NEIGHBORHOOD VOTING MEMBER shall be elected for the NEIGHBORHOOD. The NEIGHBORHOOD VOTING MEMBER shall be the member of the NEIGHBORHOOD COMMITTEE receiving the most votes by the OWNERS within the NEIGHBORHOOD and the alternate NEIGHBORHOOD VOTING MEMBER shall be the member of the NEIGHBORHOOD COMMITTEE receiving the second highest number of votes by the OWNERS within the NEIGHBORHOOD. Any NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER may be removed or replaced at an annual or special NEIGHBORHOOD MEETING by a vote of the OWNERS. If any NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER resigns or is otherwise unable to serve, the NEIGHBORHOOD COMMITTEE will have the right to appoint a substitute NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER until the next NEIGHBORHOOD meeting, by written notice filed with the Secretary of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing the NEIGHBORHOOD DEVELOPER of any NEIGHBORHOOD shall have the right to appoint the NEIGHBORHOOD VOTING MEMBER and any alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD so long as the NEIGHBORHOOD DEVELOPER has the right to appoint a majority of the members of the NEIGHBORHOOD COMMITTEE, as hereafter set forth.

4.13. NEIGHBORHOOD VOTING MEMBERS Appointed by the NEIGHBORHOOD DEVELOPER. Notwithstanding anything contained herein to the contrary, while the NEIGHBORHOOD DEVELOPER has the right to appoint the members of the NEIGHBORHOOD COMMITTEE, the NEIGHBORHOOD DEVELOPER shall likewise have the right to appoint the NEIGHBORHOOD VOTING MEMBER and an alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD. All members of the NEIGHBORHOOD COMMITTEE and any NEIGHBORHOOD VOTING MEMBER or alternate appointed by the NEIGHBORHOOD DEVELOPER shall serve at the pleasure of the NEIGHBORHOOD DEVELOPER, and the NEIGHBORHOOD DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any member of the NEIGHBORHOOD COMMITTEE, or the NEIGHBORHOOD VOTING MEMBER or alternate, appointed by it, and to replace such member of the NEIGHBORHOOD COMMITTEE, or NEIGHBORHOOD VOTING MEMBER or alternate with another person. Replacement of any member of the NEIGHBORHOOD COMMITTEE, or any NEIGHBORHOOD VOTING MEMBER or alternate by the NEIGHBORHOOD DEVELOPER shall be made by written notice to the COMMUNITY ASSOCIATION. The NEIGHBORHOOD DEVELOPER may waive its right to appoint one or more members of the NEIGHBORHOOD COMMITTEE, or any NEIGHBORHOOD VOTING MEMBER or alternate which it has the right to appoint at any time upon written notice to the BOARD.

5. NEIGHBORHOOD VOTING MEMBERS MEETINGS.

5.1. NEIGHBORHOOD VOTING MEMBER. The votes for the OWNERS within any NEIGHBORHOOD shall be cast at any meeting of the NEIGHBORHOOD VOTING MEMBERS solely by a NEIGHBORHOOD VOTING MEMBER or an alternate NEIGHBORHOOD VOTING MEMBER, and shall not be cast by the individual OWNERS within any NEIGHBORHOOD.

5.1.1. Separate NEIGHBORHOOD ASSOCIATION. If any NEIGHBORHOOD is subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION, the Board of Directors of the NEIGHBORHOOD ASSOCIATION shall designate the NEIGHBORHOOD VOTING MEMBER and an alternative NEIGHBORHOOD VOTING MEMBER in writing, which shall be filed with the Secretary of the COMMUNITY ASSOCIATION. The NEIGHBORHOOD VOTING MEMBER and alternate NEIGHBORHOOD VOTING MEMBER of such NEIGHBORHOOD shall be deemed to be the president and vice president, respectively, of the NEIGHBORHOOD ASSOCIATION, unless otherwise provided in the NEIGHBORHOOD DECLARATION, or the articles and bylaws of the NEIGHBORHOOD ASSOCIATION.

5.1.2. No NEIGHBORHOOD ASSOCIATION. If any NEIGHBORHOOD is not subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION, the NEIGHBORHOOD VOTING MEMBER and the alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD shall be determined as set forth in paragraph 4 of these BYLAWS, and shall be designated in writing by a certificate filed with the Secretary

of the COMMUNITY ASSOCIATION, signed by the NEIGHBORHOOD COMMITTEE. Any alternate NEIGHBORHOOD VOTING MEMBER may only cast the votes for the NEIGHBORHOOD if the NEIGHBORHOOD VOTING MEMBER does not appear at a meeting where a vote is taken. No NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER may vote by proxy or by attorney-in-fact, and any votes cast by any NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER must be cast in person.

5.1.3. DECLARANT. For purposes of this Paragraph 5, so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, any references in this Paragraph 5 to a NEIGHBORHOOD VOTING MEMBER or any alternate NEIGHBORHOOD VOTING MEMBER shall include a representative or alternate appointed by DECLARANT from time to time to cast the votes of DECLARANT.

5.2. Who May Attend. Any NEIGHBORHOOD VOTING MEMBER and any alternative NEIGHBORHOOD VOTING MEMBER shall have the right to attend all meetings of the NEIGHBORHOOD VOTING MEMBERS. Unless otherwise determined by the BOARD, no person who is not a NEIGHBORHOOD VOTING MEMBER or alternate may attend any meeting of the NEIGHBORHOOD VOTING MEMBERS. In addition, so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, persons designated by DECLARANT will have the right to attend all meetings of the NEIGHBORHOOD VOTING MEMBERS.

5.3. Voting Rights. At all meetings of the NEIGHBORHOOD VOTING MEMBERS, there shall be one vote for each UNIT within each NEIGHBORHOOD which may be cast by the NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBERS for the NEIGHBORHOOD. In addition, the NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER designated by DECLARANT may cast the votes of DECLARANT at any meeting of the NEIGHBORHOOD VOTING MEMBERS.

5.4. Majority Vote and Quorum Requirements. At any meeting of the NEIGHBORHOOD VOTING MEMBERS, the acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all NEIGHBORHOOD VOTING MEMBERS and all OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting of the NEIGHBORHOOD VOTING MEMBERS, the presence in person or by proxy of NEIGHBORHOOD VOTING MEMBERS entitled to cast 2/3 of the votes of all the NEIGHBORHOOD VOTING MEMBERS at the time of such vote shall constitute a quorum.

5.5. Place. All meetings of the NEIGHBORHOOD VOTING MEMBERS shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

5.6. Notices. Written notice stating the place, day and hour of any NEIGHBORHOOD VOTING MEMBERS meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each NEIGHBORHOOD VOTING MEMBER, and to DECLARANT so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the NEIGHBORHOOD VOTING MEMBER at the NEIGHBORHOOD VOTING MEMBER's address as it appears on the records of the COMMUNITY ASSOCIATION.

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

5.8. Annual Meeting. The annual meeting of the NEIGHBORHOOD VOTING MEMBERS shall be deemed the annual meeting of the members of the COMMUNITY ASSOCIATION. The annual meeting of the NEIGHBORHOOD VOTING MEMBERS for the

purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Monday in March of each year, or at such other time in the months of March or April of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any NEIGHBORHOOD VOTING MEMBER or alternate, or any Officer or Director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. However, during the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

5.9. Special Meetings. Special meetings of the NEIGHBORHOOD VOTING MEMBERS may be requested at any time by written notice to the Secretary by any Director, the President, or by NEIGHBORHOOD VOTING MEMBERS having not less than 25% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the NEIGHBORHOOD VOTING MEMBERS within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

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

5.11. Organization. At each meeting of the NEIGHBORHOOD VOTING MEMBERS, the President, the Vice President, or any person chosen by a majority of the NEIGHBORHOOD VOTING MEMBERS present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

5.12. Order of Business. The order of business at the annual meetings of the NEIGHBORHOOD VOTING MEMBERS shall be:

- 5.12.1. Determination of chairman of the meeting;
- 5.12.2. Calling of the roll and certifying of proxies;
- 5.12.3. Proof of notice of meeting or waiver of notice;
- 5.12.4. Reading and disposal of any unapproved minutes;
- 5.12.5. Election of inspectors of election;
- 5.12.6. Determination of number of Directors;
- 5.12.7. Nomination and election of Directors;
- 5.12.8. Reports of Directors, officers or committees;
- 5.12.9. Unfinished business;
- 5.12.10. New business; and
- 5.12.11. Adjournment

5.13. Minutes. The minutes of all meetings of the NEIGHBORHOOD VOTING MEMBERS shall be kept in a book available for inspection by the NEIGHBORHOOD VOTING MEMBERS, the OWNERS or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

5.14. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the NEIGHBORHOOD VOTING MEMBERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the NEIGHBORHOOD VOTING MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all NEIGHBORHOOD VOTING MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those NEIGHBORHOOD VOTING MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

6. BOARD.

6.1. Number of Directors.

6.1.1. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three nor more than eleven directors. So long as the DECLARANT is entitled to appoint any Director pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three directors.

6.1.2. After the DECLARANT is no longer entitled to appoint a majority of the Directors, the number of Directors on the BOARD shall, in the absence of a determination to the contrary by the OWNERS, be increased to equal the number of NEIGHBORHOODS (plus one if the number of NEIGHBORHOODS is an even number, but in no event more than eleven). Thereafter, the number of Directors on the BOARD may be changed at any meeting to elect any Directors, by 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS.

6.1.3. Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the NEIGHBORHOOD VOTING MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.

6.2. Election of Directors by NEIGHBORHOOD VOTING MEMBERS. Election of Directors to be elected by the NEIGHBORHOOD VOTING MEMBERS shall be conducted in the following manner:

6.2.1. At any time after the DECLARANT no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the NEIGHBORHOOD VOTING MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the NEIGHBORHOOD VOTING MEMBERS, at such special meeting the NEIGHBORHOOD VOTING MEMBERS may elect to not hold the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

6.2.2. Except as provided above, the NEIGHBORHOOD VOTING MEMBERS shall elect Directors at the annual meetings of the NEIGHBORHOOD VOTING MEMBERS, unless a special meeting of the NEIGHBORHOOD VOTING MEMBERS is called in order to fill a vacancy on the BOARD as provided below.

6.2.3. For purposes of electing directors the following "VOTING GROUPS" are hereby established:

- i. Any NEIGHBORHOOD which is developed at a density of from one to seven dwelling units per acre shall be in VOTING GROUP 1.

- ii. Any NEIGHBORHOOD which is developed at a density of from eight to fourteen dwelling units per acre shall be in VOTING GROUP 2.
- iii. Any NEIGHBORHOOD which is developed at a density of 15 or more dwelling units per acre will be in VOTING GROUP 3.

Each VOTING GROUP will be entitled to elect a number of the directors of the COMMUNITY ASSOCIATION, which number will be equal to the total number of directors to be elected multiplied by a fraction, the numerator of which will be the total acreage of all of the NEIGHBORHOODS within the VOTING GROUP, and the denominator of which will be the total acreage of all of the NEIGHBORHOODS, rounded off to the nearest whole number (any fraction equal to 1/2 will be rounded up). If pursuant to the foregoing formula any VOTING GROUP would not be entitled to elect any director, such VOTING GROUP shall have the right to elect one Director, and the remaining Directors will be elected by the other VOTING GROUPS in accordance with the foregoing formula. In addition, if in accordance with the foregoing an even number of Directors would be elected, then any remaining Director shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large.

6.2.4. The election of Directors by any VOTING GROUP shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes of the VOTING GROUP cast, each NEIGHBORHOOD VOTING MEMBER within the VOTING GROUP being entitled to cast the votes for his NEIGHBORHOOD for each of as many nominees as there are vacancies to be filled within the VOTING GROUP. There shall be no cumulative voting.

6.2.5. Except with respect to Directors appointed by the DECLARANT, once a Director is elected from a NEIGHBORHOOD, no other Director shall be elected from that NEIGHBORHOOD if that NEIGHBORHOOD would have more than one more Director elected from it than any other NEIGHBORHOOD, unless (i) no person from another NEIGHBORHOOD is nominated at a meeting to elect Directors, or (ii) no person nominated from another NEIGHBORHOOD is able or willing to serve. For purposes of this Paragraph, a Director who is an OWNER or co-OWNER of any UNIT within a NEIGHBORHOOD shall be deemed to be "elected from the NEIGHBORHOOD."

6.3. Term of Office. All Directors elected by the NEIGHBORHOOD VOTING MEMBERS shall serve until the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS, or until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

6.4. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

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

6.6. Special Meetings. Special meetings of the BOARD may be called by any Director, or by the President, at any time.

6.7. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each NEIGHBORHOOD VOTING MEMBER either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director or NEIGHBORHOOD VOTING MEMBER who signs a waiver of notice either before or after the meeting. Attendance of a Director or a NEIGHBORHOOD VOTING MEMBER at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a NEIGHBORHOOD

VOTING MEMBER states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

6.8. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to the NEIGHBORHOOD VOTING MEMBERS, members of any NEIGHBORHOOD COMMITTEES, DECLARANT, and any INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any other persons present as in an open meeting.

6.9. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

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

6.11. Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.12. Order of Business. The order of business at a Directors' meeting shall be:

- 6.12.1. Calling of roll;
- 6.12.2. Proof of due notice of meeting;
- 6.12.3. Reading and disposal of any unapproved minutes;
- 6.12.4. Reports of officers and committees;
- 6.12.5. Election of officers;
- 6.12.6. Unfinished business;
- 6.12.7. New business, and
- 6.12.8. Adjournment.

6.13. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the OWNERS or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

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

6.15. Resignation. Any Director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon

its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

6.16.1. Any Director other than a Director appointed by the DECLARANT may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings.

6.16.2. Any Director other than a Director appointed by the DECLARANT may be removed with or without cause by a majority of the votes of the NEIGHBORHOOD VOTING MEMBERS within the VOTING GROUP that elected the DIRECTOR at a special meeting of the NEIGHBORHOOD VOTING MEMBERS within such VOTING GROUP called for such purpose called by the NEIGHBORHOOD VOTING MEMBERS having not less than one-third of all of the votes within the applicable VOTING GROUP. The vacancy on the BOARD caused by such removal may be filled by the NEIGHBORHOOD VOTING MEMBERS within such VOTING GROUP at such meeting or, if the NEIGHBORHOOD VOTING MEMBERS shall fail to fill such vacancy, by the BOARD has in the case of any other vacancy on the BOARD, subject to the requirements of paragraph 7.2.5.

6.17. Vacancies. Subject to the requirements of Paragraph 7.2.5, vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. Notwithstanding the foregoing, any director elected by the BOARD to fill any vacancy must be from a NEIGHBORHOOD within the same VOTING GROUP as the VOTING GROUP of the director whose vacancy is being filled. If there are no Directors in office, then a special election of the NEIGHBORHOOD VOTING MEMBERS shall be called to elect the Directors.

6.18. Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the COMMUNITY ASSOCIATION which shall specify the name of the PERSON designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION, and thereafter such Director(s) shall be elected by the NEIGHBORHOOD VOTING MEMBERS.

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

6.20. Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, any NEIGHBORHOOD DECLARATION or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

6.20.1. The operation, care, upkeep and maintenance of the AREAS OF COMMON CONCERN.

6.20.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

6.20.3. The collection of ASSESSMENTS for COMMON EXPENSES from the OWNERS.

6.20.4. The employment and dismissal of personnel.

6.20.5. The adoption and amendment of rules and regulations covering the details of the operation and use of AREAS OF COMMON CONCERN.

6.20.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

6.20.7. Obtaining and reviewing insurance for AREAS OF COMMON CONCERN.

6.20.8. The making of repairs, additions and improvements to, or alterations of, AREAS OF COMMON CONCERN.

6.20.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that (i) the consent of the OWNERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any property without the consent of the OWNER of such property.

6.20.10. Contracting for the management and maintenance of AREAS OF COMMON CONCERN, authorizing a management agent or company to assist the COMMUNITY ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the AREAS OF COMMON CONCERN with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

6.20.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

6.20.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any property in the event the respective NEIGHBORHOOD ASSOCIATION or OWNER fails to do so.

6.20.13. Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

6.20.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6.20.15. Input from NEIGHBORHOOD COMMITTEES. Prior to making any material decision respecting any NEIGHBORHOOD, including but not limited to the adoption of a budget for any NEIGHBORHOOD, or any major contract or purchase relating to a NEIGHBORHOOD, the BOARD shall give the NEIGHBORHOOD COMMITTEE for such NEIGHBORHOOD notice of such meeting at which the decision will be considered and the opportunity to appear and provide input to the BOARD concerning such decision.

7. OFFICERS.

7.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. After DECLARANT no longer is entitled to appoint the majority of the Directors of the COMMUNITY ASSOCIATION, no person may hold more than one office, and no more than one officer may be appointed from any NEIGHBORHOOD. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

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

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

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

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

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

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

7.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the OWNERS, shall preclude the BOARD from employing a Director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude

the COMMUNITY ASSOCIATION from contracting with a Director for the management of any portion of the SUBJECT PROPERTY, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such Director a reasonable fee for such management or provision of services.

8. FINANCES AND ASSESSMENTS.

8.1. Adoption of the Budget.

8.1.1. Not less than sixty days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a COMMUNITY budget, and a NEIGHBORHOOD budget for each NEIGHBORHOOD where the COMMUNITY ASSOCIATION will incur any NEIGHBORHOOD EXPENSE for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the AREAS OF COMMON CONCERN, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the AREAS OF COMMON CONCERN; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

8.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

8.2. **Assessment Roll.** The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT ROLL for each OWNER, designating the name and current mailing address of the OWNER, the amount of each COMMUNITY ASSESSMENT and each NEIGHBORHOOD ASSESSMENT, where applicable, payable by such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

8.3. **Depositories.** The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

8.4. **Application of Payments and Commingling of Funds.** The COMMUNITY ASSOCIATION shall establish separate bank accounts for the COMMUNITY ASSESSMENTS and COMMON EXPENSES, and for the NEIGHBORHOOD ASSESSMENTS and NEIGHBORHOOD EXPENSES, and shall not commingle monies allocated to the COMMUNITY ASSOCIATION or to any other NEIGHBORHOOD with the funds of any NEIGHBORHOOD.

8.5. **Accounting Records and Reports.** The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. Separate accounting records shall be maintained for all COMMUNITY ASSESSMENTS and EXPENSES, and for each NEIGHBORHOOD'S ASSESSMENTS and EXPENSES. The records shall be open to inspection by OWNERS and all INSTITUTIONAL LEADERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the OWNERS referred to above. The BOARD may, and upon

the vote of a majority of the OWNERS shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each NEIGHBORHOOD VOTING MEMBER and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.

9. PARLIAMENTARY RULES.

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

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

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

10.2. Initiation. A resolution to amend these BYLAWS may be proposed by any Director, or by one or more of the NEIGHBORHOOD VOTING MEMBERS.

10.3. Adoption of Amendments.

10.3.1. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the Directors of the COMMUNITY ASSOCIATION; or (b) by not less than a majority of the votes of all the NEIGHBORHOOD VOTING MEMBERS. Any amendment approved by the NEIGHBORHOOD VOTING MEMBERS may provide that the BOARD may not further amend, modify or repeal such amendment.

10.3.2. Notwithstanding the foregoing, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any Directors or any NEIGHBORHOOD VOTING MEMBERS.

10.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of OWNERS without approval by all of the NEIGHBORHOOD VOTING MEMBERS. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. No amendment shall be made which discriminates any NEIGHBORHOOD without the consent of the NEIGHBORHOOD VOTING MEMBER of the NEIGHBORHOOD discriminated against. So long as the DECLARANT owns any portion of the property described in Exhibit "B" of the DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment.

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

11. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the AREAS OF COMMON CONCERN and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any OWNER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

12. MISCELLANEOUS.

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

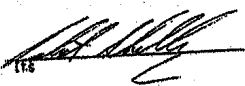
12.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

12.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

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

12.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a NEIGHBORHOOD VOTING MEMBER within thirty (30) days after the NEIGHBORHOOD VOTING MEMBER is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all NEIGHBORHOOD VOTING MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the COMMUNITY ASSOCIATION at the First Meeting of the BOARD on the 13 day of April, 1989.

By: 
L.A.

A: GRAND PLM. BYL
2/22/89

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

RECEIVED 0792

COMMUNITY BYLAWS-17

4/12/89

THIS AMENDMENT IS BEING RECORDED TO REFLECT
THE CORRECT RECORDING INFORMATION OF THE ORIGINAL
MASTER DECLARATION

92561272

AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368, at Page 732, of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to Paragraph 10.2 of said, hereby amends the MASTER DECLARATION as follows:

1. Paragraph 12.4 of the MASTER DECLARATION, which paragraph was added by an Amendment to the MASTER DECLARATION recorded in Official Records Book 17185, at Page 20, of the Public Records of Broward County, Florida, is hereby further amended to read as follows:

12.4 Priority of OWNERS as to Memberships. Notwithstanding anything contained herein to the contrary, the initial purchaser of a newly constructed UNIT shall have the right to purchase a membership in the golf course and clubhouse within thirty (30) days after the closing of the purchase of such UNIT, and so long as such OWNER keeps the membership in good standing and not permit same to expire, the OWNER shall have the right to renew the membership in an annual basis, until such time as annual memberships are no longer renewed because the golf course and clubhouse are converted into a private equity membership club, at which time the OWNER shall have the right to purchase an equity membership in such club. In addition, so long as such memberships are available, each OWNER shall have the right to purchase a membership in the golf course and clubhouse on such terms and conditions as may be more available from time to time, as to renew such membership as long as such memberships are sold to persons who are not OWNERS of UNITS, as such memberships are terminated or not renewed for any reason, such memberships shall be first offered to the OWNERS of UNITS before such memberships are sold to persons who are not OWNERS. The owner of the RESORT may establish a waiting list or other method for determining the priority by which OWNERS will be entitled to purchase memberships in the golf course and clubhouse as such memberships become available.

Except as hereinabove amended, the MASTER DECLARATION is hereby ratified and confirmed in all respects.

Witnesses:

Madeleine Woodbridge
(Witness Signature)

Madeleine Woodbridge
(Type or Print Witness Name)

Heidi Smith
(Witness Signature)

Heidi Smith
(Type or Print Witness Name)

HOLLYWOOD LAKES COUNTRY CLUB, INC.,
a Florida corporation

[Signature]
(Type or Print Name of Person Signing)

Roger Smeley
(Type or Print Name of Person Signing)

Vice President
(Title of Person Signing)

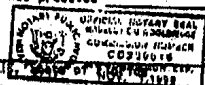
110 Grand Palms Drive
(Type or Print Address of Person Signing)

Fort Lauderdale, FL 33307
(Type or Print Address of Person Signing)

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this 24 day of March, 1992, by Roger Smeley as Vice President of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did/did not take an oath.

NOTARY PUBLIC



My Commission Expires:

March 1, 1996

RECORD & RETURN TO:
BROWARD COUNTY CLERK'S OFFICE
100 N. W. 10th Avenue, Room 100
Fort Lauderdale, FL 33301

WILL CALL
TRI-COUNTY

20236103
20236103
20236103

92511570

AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16468, at Page 732, of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to Paragraph 10.2 thereof, hereby amends the MASTER DECLARATION as follows:

1. Paragraph 12.4 of the MASTER DECLARATION, which paragraph was added by an Amendment to the MASTER DECLARATION recorded in Official Records Book 17166, at Page 20, of the Public Records of Broward County, Florida, is hereby further amended to read as follows:

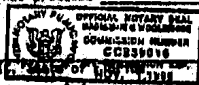
12.4 Priority of OWNERS as to Memberships. Notwithstanding anything contained herein to the contrary, the initial purchaser of a newly constructed UNIT shall have the right to purchase a membership in the golf course and clubhouse within thirty (30) days after the closing of the purchase of such UNIT, and so long as such OWNER keeps the membership in good standing and not permit same to expire, the OWNER shall have the right to renew the membership in an annual basis, until such time as annual memberships are no longer renewed because the golf course and clubhouse are converted into a private equity membership club, at which time the OWNER shall have the right to purchase an equity membership in such club. In addition, so long as such memberships are available, each OWNER shall have the right to purchase a membership in the golf course and clubhouse on such terms and conditions as may be made available from time to time, as to renew such membership so long as same are renewable. Furthermore if any memberships in the golf course and clubhouse are sold to persons who are not OWNERS of UNITS, as such memberships are terminated or not renewed for any reason, such memberships shall be first offered to the OWNERS of UNITS before such memberships are sold to persons who are not OWNERS. The owner of the RESORT may establish a waiting list or other method for determining the priority by which OWNERS will be entitled to purchase memberships in the golf course and clubhouse as such memberships become available.

Except as hereinabove amended, the MASTER DECLARATION is hereby ratified and confirmed in all respects.

Witnesses:

HOLLYWOOD LAKES COUNTRY CLUB, INC.,
a Florida corporation*Madeline Woodbridge*
(Witness Signature)*Madeline Woodbridge*
(Type or Print Witness Name)*Angela Smith*
(Witness Signature)*Angela Smith*
(Type or Print Witness Name)*Robert Shelley*
(Type or Print Name of Person Signing)*Vice President*
(Title of Person Signing)*110 Grand Palms Drive*
(Type or Print Address of Person Signing)*Fort Lauderdale, FL 33301*
(Type or Print Address of Person Signing)STATE OF FLORIDA }
COUNTY OF BROWARD } ss:RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

The foregoing instrument was acknowledged before me this 24 day of March, 1992, by Robert Shelley as Vice President of HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA
*Madeline Woodbridge*My Commission Expires
7/01/1, 1996RECORD & RETURN TO:
BROWARD COUNTY RECORDS & ADMIN. DIV.
200 N. GULF BLVD., SUITE 200
FORT LAUDERDALE, FL 33301WILL CALL
TRI-COUNTY

32 DEC 3 PM 24

B20126160222

(Same Amend. as attached)

BK29317PG0095

This document prepared by and return to:

27
Sandy S. Segall, Esq.
Suite 800
2500 East Hallandale Beach Boulevard
Hallandale, Florida 33009

AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation, being the "DECLARANT" pursuant to the Master Declaration for Grand Palms, recorded in Official Records Book 16368 at Page 732 of the Public Records of Broward County, Florida (the "MASTER DECLARATION"), and having the right to amend the MASTER DECLARATION pursuant to Paragraph 10.2 thereof, hereby amends said MASTER DECLARATION as follows:

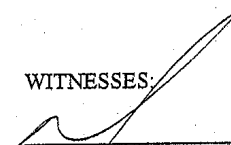
Paragraph 12.5 Right of First Refusal to Purchase the Golf Course and Clubhouse is hereby deleted in its entirety.

New Paragraph 12.5 shall read as follows:

12.5 Golf Course to remain in perpetuity. Those lands which comprise the Golf Course shall remain in perpetuity exclusively dedicated for use as a golf course and any activities attendant thereto. No part thereof may be used for construction of any structure unless directly related to the operation of the Golf Course. This covenant shall run with the land in perpetuity.

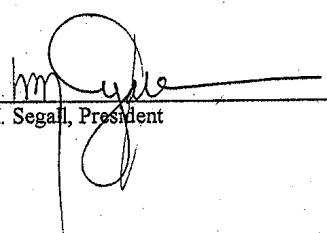
IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 5 day of November, 1998.

WITNESSES:



Susan Tipps

Hollywood Lakes Country Club, Inc.,
a Florida corporation

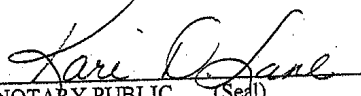
By 
E. M. Segall, President

22

BK29317PG0096

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing AMENDMENT TO MASTER DECLARATION FOR GRAND PALMS, was acknowledged before me on this the 5th day of November, 1998, by E. M. Segall, President of Hollywood Lakes Country Club, Inc., a Florida corporation, on behalf of the Corporation, who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC (Seal)

My Commission Expires:

 KARI D. LANE
COMMISSION # CC639671
EXPIRES APRIL 17, 2001

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

99-148941 T#001
03-17-99 10:46AM

This instrument was prepared by:
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

BK29317PG0056

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES
OF INCORPORATION AND BYLAWS
OF THE
GRAND PALMS COMMUNITY ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the amendments to the above-referenced documents, exhibits to the Master Declaration for Grand Palms, as recorded in Official Records Book 16368, at Page 732, et seq, of the Public Records of Broward County, Florida, were duly adopted in accordance with Article 9 of the Articles of Incorporation, and Article 10 of the Bylaws by the Declarant, the Board of Directors and the Neighborhood Voting Committee.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of OCTOBER, 1998, at Pembroke Pines, Broward County, Florida.

WITNESSES

Sign [Signature]
Print Joanne Becker
Sign [Signature]
Print Joanne Becker

**HOLLYWOOD LAKES COUNTRY CLUB
INC. (Declarant)**

By: [Signature]
Declarant
Printed Name E.M. SEGALL
Address 2135 NE 197 TERR
MIAMI FLORIDA 33179

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 1998, by E.M. SEGALL, as Declarant of Grand Palms Community Association, Inc., a Florida not-for-profit corporation.

Personally Known X OR
Produced Identification
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]
print Ronald Martin
My Commission expires:

OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25 2002

39

WITNESSES

Sign *Robyn Hoffberger*
 Print Robyn Hoffberger
 Sign *MT Shelley*
 Print MTSHELLEY

GRAND PALMS COMMUNITY
ASSOCIATION, INC. (BOARD OF
DIRECTORS)

By: *EM SEGALL*
 Board Member
 Printed Name EM. SEGALL
 Address 2130 NE 197 TERR
MIAMI, FLORIDA 33179

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of
October, 1998, by E. M. SEGALL, as CHAIRMAN of
 Grand Palms Community Association, Inc., a Florida not-for-profit corporation.

Personally Known ☒ OR
 Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign *Ronald L Martin*
 print Ronald Martin

My Commission expires:

OFFICIAL NOTARY SEAL
 RONALD L MARTIN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC77041
 MY COMMISSION EXP. AUG. 25, 2002

WITNESSES

Sign *Robyn Hoffberger*
 Print Robyn Hoffberger
 Sign *EM SEGALL*
 Print EM SEGALL

By: *MT Shelley*
 Board Member
 Printed Name MTSHELLEY
 Address 15835W 44th Ct Fort Lauderdale, FL 33327

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of
October, 1998, by MT SHELLEY, as PRESIDENT of
 Grand Palms Community Association, Inc., a Florida not-for-profit corporation.

Personally Known ☒ OR
 Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign *Ronald L Martin*
 print Ronald Martin

My Commission expires:

OFFICIAL NOTARY SEAL
 RONALD L MARTIN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC77041
 MY COMMISSION EXP. AUG. 25, 2002

1 OF 3

GPCA BOD

BK29317P60058

WITNESSES

Sign [Signature]
 Print Robert Hoffberger
 Sign [Signature]
 Print NANCY WEINSTEIN

By: [Signature]
 Board Member
 Printed Name Robert Hoffberger
 Address 105 ENCLAVE CIRCLE WEST
POINCIANES, FLA

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by Robert Hoffberger, as TREASURER of Grand Palms Community Association, Inc., a Florida not-for-profit corporation.

Personally Known X OR
 Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]
 print Ronald Martin

My Commission expires:
 OFFICIAL NOTARY SEAL
 RONALD L. MARTIN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC770441
 MY COMMISSION EXP. AUG. 25, 2002

WITNESSES

Sign [Signature]
 Print Robert Hoffberger
 Sign [Signature]
 Print NANCY WEINSTEIN

By: [Signature]
 Board Member
 Printed Name N.A. Locke
 Address 15921 SW 14 ST
Pinebrook Pines FL 33027

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by N.A. Locke, as Vice President of Grand Palms Community Association, Inc., a Florida not-for-profit corporation.

Personally Known X OR
 Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]
 print Ronald Martin

My Commission expires:
 OFFICIAL NOTARY SEAL
 RONALD L. MARTIN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC770441
 MY COMMISSION EXP. AUG. 25, 2002

WITNESSES

Sign [Signature]
 Print Patrice Tyler
 Sign [Signature]
 Print Evelyn Hernandez

By: [Signature]
 Board Member
 Printed Name Alvin Entin
 Address 15621 SW 12th St
Pinebrook Pines FL
33027

BK2931760059

WITNESSES

Sign Nancy Weinstein
Print NANCY WEINSTEIN

Sign John F Lederer
Print John F LEDERER

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of
October, 1998, by Robyn Hoffberger.

Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

WITNESSES

Sign John F Lederer
Print John F LEDERER

Sign Robyn Hoffberger
Print Robyn Hoffberger

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of
October, 1998, by NANCY WEINSTEIN.

Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NEIGHBORHOOD VOTING COMMITTEE

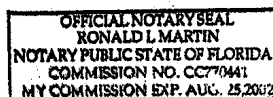
By: Robyn Hoffberger
Neighborhood Voting Member on
behalf of Enclave

Printed Name Robyn Hoffberger
Address 615 Enclave Circle W
Pembroke Pines, FL 33027

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald Martin
print Ronald Martin

My Commission expires: _____



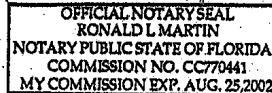
By: Nancy Weinstein
Neighborhood Voting Member on
behalf of Bel Aire

Printed Name NANCY WEINSTEIN
Address 1020 Bel Aire Dr. West
Pembroke Pines, FL 33027

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald Martin
print Ronald Martin

My Commission expires: _____



1 of 8 - NEIGHBORHOOD Voting Committee

WITNESSES

Sign [Signature]Print A. N. FORTERSign [Signature]Print Robyn HoffbergerSTATE OF FLORIDA
COUNTY OF BROWARDThe foregoing instrument was acknowledged before me this 22 day of October, 1998, by Sy Gotheif.Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

WITNESSES

Sign [Signature]Print Robyn HoffbergerSign NAT BreePrint NAT BREEBy: [Signature]Neighborhood Voting Member on
behalf of ENCINOPrinted Name Sy GotheifAddress 1648 SW 14th Ave
Pembroke Pines FL 33027

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]print Ronald Martin

My Commission expires:

OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: Antonio RizziNeighborhood Voting Member on
behalf of CourtlyardsPrinted Name ANTONIO RIZZIAddress 158-15 SW 11ST
P. PINES 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by ANTONIO RIZZI.

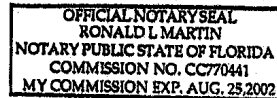
Personally Known X OR
Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald Martin

My Commission expires:



WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign Philip C. Krueger
Print Philip C. Krueger

By: Arlena-Ann B. Neff
Neighborhood Voting Member on
behalf of Santa Barbara

Printed Name Arlena Neff
Address 16500 SW 12th St
Pembroke Pines FL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by ARLENA NEFF.

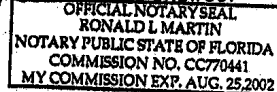
Personally Known X OR
Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald Martin

My Commission expires:



WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign NA Louke
Print NA LOUKE

By: Linda M. Peck
Neighborhood Voting Member on
behalf of La Costa

Printed Name Linda M. Peck
Address 1505 La Costa Dr W
Pem Pines, FL

3 OF 8

BK29317P60062

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by LINDA M. PRICE.

Personally Known X OR
Produced Identification

Type of Identification

WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign MJ Shelley
Print MICHAEL J. SHELLEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by N.A. Locke.

Personally Known X OR
Produced Identification

Type of Identification

WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign MJ Shelley
Print MJ SHELLEY

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald Martin
print Ronald Martin

My Commission expires:

OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: N.A. Locke
Neighborhood Voting Member on
behalf of GRAVE PLACE

Printed Name N.A. Locke
Address 15921 SW 14 St
Pembroke Pines FL
33027

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald Martin
print Ronald Martin

My Commission expires:

OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: F.M. Segall
Neighborhood Voting Member on
behalf of SAN PABLO

Printed Name F.M. SEGALL
Address 2135 NE 197 TERR
MIAMI FLORIDA 33179

4 OF 8

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of October, 1998, by E. M. SEGALL.

Personally Known X OR
Produced Identification

Type of Identification

WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign Philip C. Krueger
Print Philip C. Krueger

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of October, 1998, by IRWIN B. SCHWARTZ.

Personally Known X OR
Produced Identification

Type of Identification

WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign Philip C. Krueger
Print Philip C. Krueger

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald L. Martin

My Commission Expires: AUG. 25, 2002
OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: Irwin B. Schwartz
Neighborhood Voting Member on
behalf of Laurels

Printed Name IRWIN B. SCHWARTZ
Address 15201 LAUREL LANE N
DEMBROKE PINES FL 33027

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald L. Martin

My Commission Expires: AUG. 25, 2002
OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: Michael Rich
Neighborhood Voting Member on
behalf of Grave Estates

Printed Name Michael Rich
Address 15600 SW 116 CT
Dembroke Pines, FL 33027

5 OF 8

BK 2931760064

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by Michael Rich.

Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

WITNESSES

Sign Antonio Rizzi

Print ANTONIO RIZZI

Sign Robyn Hoffberger
Print Robyn Hoffberger

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of October, 1998, by NAT BREF.

Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

WITNESSES

Sign Robyn Hoffberger
Print Robyn Hoffberger

Sign Philip C. Krueger
Print Philip C. Krueger

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald L. Martin

My Commission Expires:
OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: Nat Bree
Neighborhood Voting Member on
behalf of Law Under

Printed Name NAT BREF
Address 15865 SW 6 PL
PEMBROKE PINES FL 33027

NOTARY PUBLIC - STATE OF FLORIDA

sign Ronald L. Martin
print Ronald L. Martin

My Commission Expires:
OFFICIAL NOTARY SEAL
RONALD L. MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

By: Carl Quiat
Neighborhood Voting Member on
behalf of WILSHIRE

Printed Name CARL QUIAT
Address 15231 Wilshire Way
Pembroke Pines, FL 33027

6 of 8

BK2931760065

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2^L day of
October, 1998, by CARL QUIAT.

Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign
print

Ronald L Martin
Ronald L Martin

My Commission expires:

OFFICIAL NOTARY SEAL
RONALD L MARTIN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770441
MY COMMISSION EXP. AUG. 25, 2002

175347

7 of 8

BK29317PG0066

WITNESSES

Sign P. Tyler
Print PATRICK TYLER

Sign M. L. Gonzalez
Print Monica L Gonzalez

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of
November, 1998, by JOHN BATISTA.

Personally Known OR
Produced Identification _____
Type of Identification _____

WITNESSES

Sign P. Tyler
Print PATRICK TYLER

Sign M. L. Gonzalez
Print Monica L. Gonzalez

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of
November, 1998, by MARIA QUINTANA.

Personally Known OR
Produced Identification _____
Type of Identification _____

NEIGHBORHOOD VOTING COMMITTEE

By: [Signature]
Neighborhood Voting Member on
behalf of CYPRESS POINT

Printed Name JOHN BATISTA
Address 820 SW 149 TER P. Pines
FL 33027

NOTARY PUBLIC - STATE OF FLORIDA
Andrew H. Blum
Commission # CC 765906
Expires AUG. 9, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.
sign _____
print _____
My Commission expires: _____

By: [Signature]
Neighborhood Voting Member on
behalf of THE GROUP

Printed Name MARIA QUINTANA
Address 1614 SW 18th
Pembroke Pines
FL 33027

NOTARY PUBLIC - STATE OF FLORIDA
Andrew H. Blum
Commission # CC 765906
Expires AUG. 9, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.
sign _____
print _____
My Commission expires: _____

8 of 8 - NEIGHBORHOOD VOTING COMMITTEE



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 29, 1998

LEE H. BURG, ESQ.
LAW OFFICES BECKER & POLIAKOFF, P.A.
P. O. BOX 9057
FORT LAUDERDALE, FL 33310-9057

Re: Document Number N31027

The Articles of Amendment to the Articles of Incorporation for GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on December 14, 1998.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 898A00060783

BK2931760067

ARTICLES OF INCORPORATION

OF

GRAND PALMS COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

BK29317PG0068

PREAMBLE

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation ("DECLARANT"), owns certain property in Broward County, Florida. DECLARANT intends to record a Master Declaration for Grand Palms (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the sole member of the Association.

1. NAME. The name of the corporation is: GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "COMMUNITY ASSOCIATION").

2. PURPOSE. The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3. To administer, enforce and carry out the terms and provisions of any NEIGHBORHOOD DECLARATION executed by DECLARANT or approved by DECLARANT or the COMMUNITY ASSOCIATION, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION.

3. POWERS. The COMMUNITY ASSOCIATION shall have the following powers:

3.1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2. All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or by a NEIGHBORHOOD DECLARATION, or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any NEIGHBORHOOD DECLARATION.

3.3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4. To make and collect ASSESSMENTS against the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6. To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, Directors and OWNERS, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7. To operate, maintain, repair, and improve all AREAS OF COMMON CONCERN, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8. To exercise architectural control over all IMPROVEMENTS within the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9. To contract for cable television and monitoring services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment both real and personal, as the BOARD in its discretion determines necessary or appropriate.

3.11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by the South Broward Drainage District or the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances, except such as are owned or maintained by the South Broward Drainage District or by the owner of the RESORT referred to in the DECLARATION.

4. MEMBERS.

4.1. MEMBERS.

4.1.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Such membership shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to such UNIT(s).

4.1.2. DECLARANT. DECLARANT shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT owns any UNIT or mortgage encumbering any undeveloped portion of the SUBJECT PROPERTY, or owns any portion of the property described in Exhibits "A" and "B" which may be added to the DECLARATION.

4.2. Transfer of Membership. The transfer of the membership of any OWNER in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any UNITS for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming member(s), and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the property, and it shall be the responsibility and obligation of the former and new OWNER of the property to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3. The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the property associated with the membership of the OWNER, nor may a membership

be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such property.

4.4. OWNERS' Voting Rights. Each OWNER shall have a number of votes as follows:

4.4.1. OWNERS and NEIGHBORHOOD VOTING-MEMBERS DIRECTORS. Pursuant to the DECLARATION, each portion of the SUBJECT PROPERTY is to be designated as a NEIGHBORHOOD pursuant to a NEIGHBORHOOD DECLARATION. The BYLAWS shall provide for NEIGHBORHOOD meetings, at which the OWNERS within the NEIGHBORHOOD shall be entitled to attend and vote on matters presented at the NEIGHBORHOOD meeting, including the election of a NEIGHBORHOOD COMMITTEE which will appoint a one (1) NEIGHBORHOOD VOTING-MEMBER DIRECTOR, and one (1) alternate NEIGHBORHOOD DIRECTOR, and at each NEIGHBORHOOD meeting, each OWNER within the NEIGHBORHOOD shall have a number of votes equal to the number of UNITS owned by the OWNER at the time of such meeting. ~~The NEIGHBORHOOD VOTING-MEMBERS DIRECTOR elected by the OWNERS at the NEIGHBORHOOD meetings shall have the right to attend all general meetings of the COMMUNITY ASSOCIATION, for the purpose of electing directors and for any other purpose, and shall have the right to cast a number of votes at each such meeting, equal to the number of UNITS within the NEIGHBORHOOD represented by the NEIGHBORHOOD VOTING-MEMBER. BOARD and to cast one (1) vote on each issue. The Alternate NEIGHBORHOOD DIRECTOR shall have the right to attend all meetings of the COMMUNITY ASSOCIATION BOARD when the NEIGHBORHOOD DIRECTOR is not available and to cast one (1) vote on each issue. Notwithstanding anything in this subparagraph 4.4.1 to the contrary, to the extent that a Declarant has joined in the execution of any NEIGHBORHOOD DECLARATION and is granted certain rights therein (herein "NEIGHBORHOOD DEVELOPER RIGHTS") which are in conflict with this subparagraph 4.4.1, including the right to appoint NEIGHBORHOOD DIRECTORS as provided for in the NEIGHBORHOOD DECLARATION, NEIGHBORHOOD ARTICLES, and/or NEIGHBORHOOD BYLAWS, to the extent these NEIGHBORHOOD DEVELOPER RIGHTS are in conflict with the provisions herein, the NEIGHBORHOOD DEVELOPER RIGHTS shall prevail. However, these NEIGHBORHOOD DEVELOPER RIGHTS to appoint Directors shall expire three (3) years from the date of this amendment with regard to existing communities and five (5) years from the date of incorporation of any new communities, subject to the right of the BOARD to extend same. It is the preference of the BOARD that NEIGHBORHOOD DIRECTORS appointed by DEVELOPER be residents of the NEIGHBORHOOD.~~

4.4.2. ~~DECLARANT. DECLARANT shall have three votes for each vote of any OWNER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided and thereafter DECLARANT shall have three votes for each UNIT within any portion of the SUBJECT PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION. For purposes of these ARTICLES and the BYLAWS, DECLARANT shall be deemed a NEIGHBORHOOD VOTING MEMBER with respect to any property owned by DECLARANT.~~

4.5. The BYLAWS shall provide for an annual NEIGHBORHOOD meeting of the OWNERS and an annual meeting of the members of the COMMUNITY ASSOCIATION which may be attended solely by the NEIGHBORHOOD VOTING MEMBERS, and may also make provisions for special meetings.

5. DIRECTORS.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD ~~consisting of not less than three (3) Directors, and which shall always be an odd number.~~ The number of Directors shall be determined in accordance with the BYLAWS. ~~In the absence of such determination, there shall be three (3) Directors.~~

5.2. Election of Directors. The Directors of the COMMUNITY ASSOCIATION ~~Board~~ shall be elected as follows:

~~5.2.1. Initially the Board of Directors shall consist of three members, and DECLARANT shall have the right to appoint all of the Directors.~~

~~5.2.2. The number of Directors shall be increased to four Directors, three of which shall be appointed by DECLARANT, and one of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 25% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.~~

~~5.2.3. The number of Directors shall be increased to five Directors, three of which shall be appointed by DECLARANT and two of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 50% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.~~

~~5.2.4. When 75% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS, or 10 years after the DECLARATION has been recorded in the public records of the county in which the SUBJECT PROPERTY is located, whichever occurs first, the number of Directors shall be determined in the manner provided in the BYLAWS, and the Directors shall be elected by the NEIGHBORHOOD VOTING MEMBERS COMMITTEE in the manner provided by the BYLAWS. However, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY, in addition to the directors appointed by the NEIGHBORHOOD VOTING MEMBERS, DECLARANT shall have the right to appoint one Director, and the Director appointed by DECLARANT shall have a right of veto with respect to any action taken by the BOARD, and in the event the Director appointed by DECLARANT vetoes any action taken by the BOARD, such action shall be null and void.~~

5.3 Duties and Powers. All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes as amended (not in conflict with the terms of these Articles), the DECLARATION, these ARTICLES and the BYLAWS, excluding, however, any duties and powers respecting or any NEIGHBORHOOD ASSOCIATION which duties and powers are to be exercised exclusively in accordance with the NEIGHBORHOOD DECLARATION, shall be exercised exclusively by the BOARD, its agents, contractors, or employees, subject to approval of the OWNERS only when specifically required by the governing documents.

5.4 Removal and Vacancies. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

5.5 Initial Directors. The names and addresses of the 1989 Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

E. M. SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027
ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, Florida 33027
SANDY SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027.

6. OFFICERS. The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for

filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT E. M. SEGALL
VICE PRESIDENT. ROBERT SHELLEY
VICE PRESIDENT/SECRETARY/TREASURER. . . . SANDY SEGALL

7. INDEMNIFICATION.

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

7.2 To the extent that a Director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the votes of the OWNERS.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

7.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which these seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of the OWNERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

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

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

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

9.1 ~~A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the NEIGHBORHOOD VOTING MEMBERS, which may be the annual or a special meeting. By the BOARD. These ARTICLES may be amended upon the approval of not less than two-thirds (2/3) of the votes of the BOARD, except that if any provision of these ARTICLES requires more than a 2/3 vote of the BOARD to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action. No BOARD MEMBER shall vote to approve any amendment unless the amendment is first approved by the OWNERS within the NEIGHBORHOOD of the BOARD MEMBER at a special NEIGHBORHOOD meeting called for the purpose of approving the amendment, except for amendments required by any controlling governmental authority, or required to comply with the requirements of the Federal National Mortgage Association or any similar institution which purchases mortgages.~~

9.2 ~~Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each NEIGHBORHOOD VOTING MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meetings of the NEIGHBORHOOD VOTING MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting. Recording. In order to be effective, any amendment to these ARTICLES must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.~~

9.3 ~~At such meeting, a vote of the NEIGHBORHOOD VOTING MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all of the NEIGHBORHOOD VOTING MEMBERS.~~

9.4 ~~Any number of amendments may be submitted to the NEIGHBORHOOD VOTING MEMBERS and voted upon by them at any one meeting.~~

9.5 ~~If all of the Directors and all of the NEIGHBORHOOD VOTING MEMBERS eligible to vote, and DECLARANT so long as it is a member, sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall~~

~~thereby be adopted as though the above requirements have been satisfied.~~

9.6 ~~In addition to the above, so long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, so long as DECLARANT owns any portion of the property described in Exhibits "A" and "B" of the DECLARATION, no amendment to these ARTICLES or the BYLAWS shall be made without the written consent of DECLARANT and, in any event, no amendment of these ARTICLES may be made without the consent of DECLARANT which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, or that may be in derogation of any such rights, privileges, power or options provided in favor of, or reserved to DECLARANT, in that certain Final Settlement Agreement bearing date the 4th day of May, 1998, by and between the DECLARANT and COMMUNITY ASSOCIATION, unless DECLARANT joins in the execution of the amendment.~~

9.7 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. TERM. The COMMUNITY ASSOCIATION shall have perpetual existence.

11. INCORPORATION. The name and street address of the incorporator is ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, FL 33027.

12. INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT. The street address of the initial registered office of the COMMUNITY ASSOCIATION is 14800 Pines Boulevard, Pembroke Pines, FL 33027. The initial registered agent of the ASSOCIATION at that address is ROBERT SHELLEY.

13. DISSOLUTION. The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the ~~NEIGHBORHOOD VOTING MEMBERS, BOARD~~ and DECLARANT so long as it is a member, and shall also require the consent of the South Florida Water Management District, or any successor governmental authorities. No Board member shall vote to approve dissolution unless dissolution is first approved by the OWNERS within the NEIGHBORHOOD of the Board member at a Special Neighborhood Meeting called for the purpose of approving dissolution. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

BK29317P60074

BY-LAWS

OF

GRAND PALMS COMMUNITY ASSOCIATION, INC.

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1. GENERAL.

1.1. Identity. These are the BYLAWS of GRAND PALMS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for GRAND PALMS (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

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

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

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

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the OWNERS, and all holders, insurers, or guarantors of any first mortgage encumbering any portion of the SUBJECT PROPERTY, upon request, during normal business hours or under other reasonable circumstances which shall not unreasonably interfere with the operation of the COMMUNITY ASSOCIATION, for proper purposes. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any portion of the SUBJECT PROPERTY or any UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

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

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the OWNERS. Each NEIGHBORHOOD ASSOCIATION shall at all times advise the secretary of the names of the officers and directors of the NEIGHBORHOOD ASSOCIATION, and of the number of UNITS within the property subject to the jurisdiction of the NEIGHBORHOOD

ASSOCIATION. Furthermore, upon request from the COMMUNITY ASSOCIATION, the NEIGHBORHOOD ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS subject to the jurisdiction of the NEIGHBORHOOD ASSOCIATION. Each OWNER shall at all times advise the secretary of any change of address of the OWNER, of any change of ownership of the OWNER'S UNITS, and of any change in the UNITS within the OWNER'S property. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any UNIT or other portion of the SUBJECT PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the ASSOCIATION files a claim of lien which affects any property encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

3. NEIGHBORHOOD MEETINGS. ~~If any ALL NEIGHBORHOODS developed after the effective date of this amendment is not~~ shall be subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION. There shall be NEIGHBORHOOD meetings of the OWNERS within such NEIGHBORHOOD, in accordance with the following provisions of this paragraph, or as otherwise provided in any NEIGHBORHOOD DECLARATION.

3.1. Who May Attend. The OWNERS owning any UNITS within any NEIGHBORHOOD will have the right to attend any NEIGHBORHOOD meeting of the NEIGHBORHOOD. For purposes of this paragraph, if any UNITS are owned by a corporation or other entity, the principals, partner, directors, and officers of such entity shall be deemed co-OWNERS. Any person not expressly authorized to attend a meeting of the OWNERS, as set forth above, may be excluded from any meeting of the OWNERS by the presiding officer of the meeting. INSTITUTIONAL LENDERS holding a mortgage encumbering any UNITS within a NEIGHBORHOOD have the right to attend all meetings of the NEIGHBORHOOD.

3.2. Voting Rights. At all NEIGHBORHOOD meetings, there shall be one vote for each UNIT within the NEIGHBORHOOD which may be cast by any co-OWNER of the UNIT, or the holder of any proxy executed by the co-OWNER.

3.3. Majority Vote and Quorum Requirements. At any NEIGHBORHOOD meeting, the acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special NEIGHBORHOOD meeting, the presence in person or by proxy of OWNERS entitled to cast 1/3 of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.4. Place. All NEIGHBORHOOD meetings shall be held at such time and place as shall be designated by the NEIGHBORHOOD COMMITTEE and stated in the notice of meeting.

3.5. Notices. Written notice stating the place, day and hour of any NEIGHBORHOOD meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each OWNER not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the OWNER at the OWNER'S address as it appears on the records of the COMMUNITY ASSOCIATION, unless such OWNER shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining OWNERS entitled to notice of, or to vote at, any NEIGHBORHOOD meeting, or in order to make a determination of the OWNERS for any other purpose, the BOARD shall be entitled to rely upon the OWNER register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required

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to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if any UNIT is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the OWNER.

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

3.7. Annual Meeting. The annual meeting for the purpose of electing the ~~NEIGHBORHOOD VOTING MEMBER and alternate NEIGHBORHOOD VOTING MEMBER, and the members of the NEIGHBORHOOD COMMITTEE~~ and transacting any other business shall be held within 60 days prior to the annual meeting of the BOARD COMMUNITY ASSOCIATION. The term NEIGHBORHOOD COMMITTEE shall include the Board of Directors of any NEIGHBORHOOD ASSOCIATION. NEIGHBORHOOD VOTING MEMBERS, at such time and place as may be determined by the BOARD and as is contained in the notice of such meeting. Notwithstanding the foregoing, during the period when DECLARANT is entitled to appoint a majority of the members of any NEIGHBORHOOD COMMITTEE, no annual meetings for any NEIGHBORHOODS will be required.

3.8. Special Meetings. Special meetings of any NEIGHBORHOOD may be requested at any time by written notice to the Secretary by the ~~NEIGHBORHOOD VOTING MEMBER DIRECTOR, the NEIGHBORHOOD COMMITTEE or the BOARD.~~ The notice of any special meeting of a NEIGHBORHOOD shall be given by the Secretary of the COMMUNITY ASSOCIATION, to all of the OWNERS within the NEIGHBORHOOD within 30 days after same is duly requested, and the meeting shall be held within 45 days after same is duly requested. However, emergency meetings shall be held within 48 hours after same is duly requested. The notice of any special meeting shall state the purpose of the meeting, and business transacted at any special meeting shall be confined to the subjects stated in the notice of the meeting.

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

3.10. Organization. At each NEIGHBORHOOD meeting, the ~~NEIGHBORHOOD VOTING MEMBER, or in his absence or inability to act,~~ any person appointed by the NEIGHBORHOOD COMMITTEE shall act as chairman of the meeting.

3.11. Order of Business. The order of business at the annual NEIGHBORHOOD meetings of the OWNERS shall be:

3.11.1. Determination or chairman of the meeting;

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- 3.11.2. Calling of the roll and certifying of proxies;
- 3.11.3. Proof of notice of meeting or waiver of notice;
- 3.11.4. Reading and disposal of any unapproved minutes;
- 3.11.5. Election of inspectors of election;
- 3.11.6. Determination of number of NEIGHBORHOOD COMMITTEE members;
- 3.11.7. Nomination and election of NEIGHBORHOOD COMMITTEE members;
- 3.11.8. Reports of NEIGHBORHOOD COMMITTEE members;
- 3.11.9. Unfinished business;
- 3.11.10. New business; and
- 3.11.11. Adjournment

3.12. Minutes. The minutes of all NEIGHBORHOOD meetings shall be kept in a book available for inspection by the OWNERS within the NEIGHBORHOOD or their authorized representatives, and the members of the NEIGHBORHOOD COMMITTEE, or the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

3.13. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special NEIGHBORHOOD meeting may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the OWNERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all OWNERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those OWNERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any UNIT owned by more than one person or by an entity may be signed by any co-owner pursuant to Paragraph 4.1 of these BYLAWS.

4. NEIGHBORHOOD COMMITTEE AND ~~NEIGHBORHOOD VOTING MEMBER~~. The following provisions apply with respect to any NEIGHBORHOOD that is not subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION.

4.1. Number of NEIGHBORHOOD COMMITTEE Members.

4.1.1. Each NEIGHBORHOOD shall elect a NEIGHBORHOOD COMMITTEE consisting of not less than three nor more than five members.

4.2. Election of NEIGHBORHOOD COMMITTEE Members. Any NEIGHBORHOOD DEVELOPER shall have the right to appoint all of the members of the NEIGHBORHOOD COMMITTEE of the NEIGHBORHOOD until such time as 75% of the UNITS within the NEIGHBORHOOD have been completed and conveyed to UNIT OWNERS, or as otherwise provided in any NEIGHBORHOOD DECLARATION. Thereafter the members of the NEIGHBORHOOD COMMITTEE shall be elected by the OWNERS within the NEIGHBORHOOD in the following manner:

4.2.1. At any time after the NEIGHBORHOOD DEVELOPER no longer has the right to appoint the members of the NEIGHBORHOOD COMMITTEE, or upon the earlier voluntary relinquishment by the NEIGHBORHOOD DEVELOPER of its right to appoint any or all members of the NEIGHBORHOOD COMMITTEE, a special NEIGHBORHOOD meeting may

be called to elect the members of the NEIGHBORHOOD COMMITTEE. In the absence of such a meeting, the members of the NEIGHBORHOOD COMMITTEE appointed by the NEIGHBORHOOD DEVELOPER may continue to serve until the next annual NEIGHBORHOOD meeting. In the event such a special NEIGHBORHOOD meeting is called and held, and members of the NEIGHBORHOOD COMMITTEE are elected by the OWNERS, at such special NEIGHBORHOOD meeting the OWNERS may elect to not hold the next annual NEIGHBORHOOD meeting of the OWNERS if such next annual NEIGHBORHOOD meeting is less than six (6) months after the date of the special NEIGHBORHOOD meeting. Upon such election, the next annual NEIGHBORHOOD meeting shall not be held.

4.2.2. Except as provided above, the OWNERS shall elect the members of the NEIGHBORHOOD COMMITTEE at the annual NEIGHBORHOOD meetings, unless a special meeting of the OWNERS is called in order to fill a vacancy on the NEIGHBORHOOD COMMITTEE as provided below.

4.2.3. Prior to any special or annual NEIGHBORHOOD meeting at which members of the NEIGHBORHOOD COMMITTEE are to be elected by the OWNERS, the existing NEIGHBORHOOD COMMITTEE may nominate a committee, which committee shall nominate one person for each member of the NEIGHBORHOOD COMMITTEE to be elected by the OWNERS, on the basis that the number of members of the NEIGHBORHOOD COMMITTEE will not be altered at the NEIGHBORHOOD meeting. Nominations for additional memberships of the NEIGHBORHOOD COMMITTEE created at the meeting may be made from the floor, and other nominations may be made from the floor.

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

4.3. Term of Office. All members of the NEIGHBORHOOD COMMITTEE elected by the OWNERS shall hold office for a period of one year, until the next annual NEIGHBORHOOD meeting, or until their successors are duly elected, or until such member's death, resignation or removal.

4.4. Meetings. The NEIGHBORHOOD COMMITTEE of each NEIGHBORHOOD shall hold meetings at such time and place as may be determined, from time to time, by a majority of the members of the NEIGHBORHOOD COMMITTEE.

4.5. Notice of Meetings. Notice of each meeting of a NEIGHBORHOOD COMMITTEE shall be given by the ~~NEIGHBORHOOD VOTING MEMBER~~, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each member of the NEIGHBORHOOD COMMITTEE either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the NEIGHBORHOOD COMMITTEE need not be given to any member of a NEIGHBORHOOD COMMITTEE who signs a waiver of notice either before or after the meeting. Attendance of a member of a NEIGHBORHOOD COMMITTEE at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when the member of a NEIGHBORHOOD COMMITTEE states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a NEIGHBORHOOD COMMITTEE need be specified in any notice or waiver of notice of such meeting.

4.6. Attendance at NEIGHBORHOOD COMMITTEE Meetings. All meetings of a NEIGHBORHOOD COMMITTEE shall be open to all OWNERS and INSTITUTIONAL LENDERS of the NEIGHBORHOOD. A member of the NEIGHBORHOOD COMMITTEE may appear at a NEIGHBORHOOD COMMITTEE meeting by telephone conference.

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

4.8. Resignation. Any member of a NEIGHBORHOOD COMMITTEE may resign at any time by giving written notice of his resignation to the BOARD and the other members of the NEIGHBORHOOD COMMITTEE. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.9. Removal of Members of a NEIGHBORHOOD COMMITTEE. Any member of a NEIGHBORHOOD COMMITTEE other than a member of a NEIGHBORHOOD COMMITTEE appointed by the NEIGHBORHOOD DEVELOPER may be removed with or without cause by OWNERS having a majority of the votes of the NEIGHBORHOOD at a special meeting of the NEIGHBORHOOD called by OWNERS having not less than thirty-three and one-third (33-1/3%) percent of the votes of the entire NEIGHBORHOOD expressly for that purpose. The vacancy on the NEIGHBORHOOD COMMITTEE caused by any such removal may be filled by the OWNERS at such meeting or, if the OWNERS shall fail to fill such vacancy, by the NEIGHBORHOOD COMMITTEE as in the case of any other vacancy on the NEIGHBORHOOD COMMITTEE.

4.10. Vacancies. Vacancies in the NEIGHBORHOOD COMMITTEE may be filled by a majority vote of the members of the NEIGHBORHOOD COMMITTEE then in office, though less than a quorum, or by a sole remaining member of the NEIGHBORHOOD COMMITTEE, and any members of the NEIGHBORHOOD COMMITTEE so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no members of the NEIGHBORHOOD COMMITTEE in office, then a special NEIGHBORHOOD meeting shall be called to elect the members of the NEIGHBORHOOD COMMITTEE.

4.11. Compensation. The members of the NEIGHBORHOOD COMMITTEE shall not be entitled to any compensation for serving as members of the NEIGHBORHOOD COMMITTEE unless the OWNERS within the NEIGHBORHOOD approve such compensation, provided however the COMMUNITY ASSOCIATION may reimburse any member of the NEIGHBORHOOD COMMITTEE for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the OWNERS.

~~4.12. NEIGHBORHOOD VOTING MEMBER. At each annual NEIGHBORHOOD meeting, a NEIGHBORHOOD VOTING MEMBER and an alternate NEIGHBORHOOD VOTING MEMBER shall be elected for the NEIGHBORHOOD. The NEIGHBORHOOD VOTING MEMBER shall be the member of the NEIGHBORHOOD COMMITTEE receiving the most votes by the OWNERS within the NEIGHBORHOOD and the alternate NEIGHBORHOOD VOTING MEMBER shall be the member of the NEIGHBORHOOD COMMITTEE receiving the second highest number of votes by the OWNERS within the NEIGHBORHOOD. Any NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER may be removed or replaced at an annual or special NEIGHBORHOOD MEETING by a vote of the OWNERS. If any~~

~~NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER resigns or is otherwise unable to serve, the NEIGHBORHOOD COMMITTEE will have the right to appoint a substitute NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER until the next NEIGHBORHOOD meeting, by written notice filed with the Secretary of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing the NEIGHBORHOOD DEVELOPER of any NEIGHBORHOOD shall have the right to appoint the NEIGHBORHOOD VOTING MEMBER and any alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD so long as the NEIGHBORHOOD DEVELOPER has the right to appoint a majority of the members of the NEIGHBORHOOD COMMITTEE, as hereafter set forth.~~

~~4.13. NEIGHBORHOOD VOTING MEMBERS Appointed by the NEIGHBORHOOD DEVELOPER. Notwithstanding anything contained herein to the contrary, while the NEIGHBORHOOD DEVELOPER has the right to appoint the members of the NEIGHBORHOOD COMMITTEE, the NEIGHBORHOOD DEVELOPER shall likewise have the right to appoint the NEIGHBORHOOD VOTING MEMBER and an alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD. All members of the NEIGHBORHOOD COMMITTEE and any NEIGHBORHOOD VOTING MEMBER or alternate appointed by the NEIGHBORHOOD DEVELOPER shall serve at the pleasure of the NEIGHBORHOOD DEVELOPER, and the NEIGHBORHOOD DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any member of the NEIGHBORHOOD COMMITTEE, or the NEIGHBORHOOD VOTING MEMBER or alternate, appointed by it, and to replace such member of the NEIGHBORHOOD COMMITTEE, or NEIGHBORHOOD VOTING MEMBER or alternate with another person. Replacement of any member of the NEIGHBORHOOD COMMITTEE, or any NEIGHBORHOOD VOTING MEMBER or alternate by the NEIGHBORHOOD DEVELOPER shall be made by written notice to the COMMUNITY ASSOCIATION. The NEIGHBORHOOD DEVELOPER may waive its right to appoint one or more members of the NEIGHBORHOOD COMMITTEE, or any NEIGHBORHOOD VOTING MEMBER or alternate which it has the right to appoint at any time upon written notice to the BOARD.~~

~~5. NEIGHBORHOOD VOTING MEMBERS MEETINGS.~~

~~5.1. NEIGHBORHOOD VOTING MEMBER. The votes of the OWNERS within any NEIGHBORHOOD shall be cast at any meeting of the NEIGHBORHOOD VOTING MEMBERS solely by a NEIGHBORHOOD VOTING MEMBER or an alternate NEIGHBORHOOD VOTING MEMBER, and shall not be cast by the individual OWNERS within any NEIGHBORHOOD.~~

~~5.1.1. Separate NEIGHBORHOOD ASSOCIATION. If any NEIGHBORHOOD is subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION, the Board of Directors of the NEIGHBORHOOD ASSOCIATION will designate the NEIGHBORHOOD VOTING MEMBER and an alternate NEIGHBORHOOD VOTING MEMBER in writing, which shall be filed with the Secretary of the COMMUNITY ASSOCIATION. The NEIGHBORHOOD VOTING MEMBER and alternate NEIGHBORHOOD VOTING MEMBER of such NEIGHBORHOOD shall be deemed to be the president and vice president, respectively, of the NEIGHBORHOOD ASSOCIATION, unless otherwise provided in the NEIGHBORHOOD DECLARATION, or the articles and bylaws of the NEIGHBORHOOD ASSOCIATION.~~

~~5.1.2. No NEIGHBORHOOD ASSOCIATION. If any NEIGHBORHOOD is not subject to the jurisdiction of a NEIGHBORHOOD ASSOCIATION, the NEIGHBORHOOD VOTING MEMBER and the alternate NEIGHBORHOOD VOTING MEMBER for the NEIGHBORHOOD shall be determined as set forth in paragraph 1 of these BYLAWS, and shall be designated in writing by a certificate filed with the Secretary of the COMMUNITY ASSOCIATION, signed by the NEIGHBORHOOD COMMITTEE. Any alternate NEIGHBORHOOD VOTING MEMBER may only cast the votes for the NEIGHBORHOOD if the NEIGHBORHOOD VOTING MEMBER does not appear at a meeting where a vote is taken. No NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER may vote by proxy or by attorney in fact, and any votes cast by any NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER must be cast in person.~~

~~5.1.3. DECLARANT. For purposes of this Paragraph 5, so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, any reference to this Paragraph 5 to a NEIGHBORHOOD VOTING MEMBER or any alternate NEIGHBORHOOD VOTING MEMBER shall include a representative or alternate appointed by DECLARANT from time to time to cast the votes of DECLARANT.~~

~~5.2. Who May Attend. Any NEIGHBORHOOD VOTING MEMBER and any alternate NEIGHBORHOOD VOTING MEMBER shall have the right to attend all meetings of the NEIGHBORHOOD VOTING MEMBERS. Unless otherwise determined by the BOARD, no person who is not a NEIGHBORHOOD VOTING MEMBER or alternate may attend any meeting of the NEIGHBORHOOD VOTING MEMBERS. In addition, so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, persons designated by DECLARANT will have the right to attend all meetings of the NEIGHBORHOOD VOTING MEMBERS.~~

~~5.3. Voting Rights. At all meetings of the NEIGHBORHOOD VOTING MEMBERS, there shall be one vote for each UNIT within each NEIGHBORHOOD which may be cast by the NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBERS for the NEIGHBORHOOD. In addition, the NEIGHBORHOOD VOTING MEMBERS or alternate NEIGHBORHOOD VOTING MEMBER designated by DECLARANT may cast the votes of DECLARANT at any meeting of the NEIGHBORHOOD VOTING MEMBERS.~~

~~5.4. Majority Vote and Quorum Requirements. At any meeting of the NEIGHBORHOOD VOTING MEMBERS, the acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all NEIGHBORHOOD VOTING MEMBERS and all OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting of the NEIGHBORHOOD VOTING MEMBERS, the presence in person or by proxy of NEIGHBORHOOD VOTING MEMBERS entitled to cast 2/3 of the votes of all the NEIGHBORHOOD VOTING MEMBERS at the time of such vote shall constitute a quorum.~~

~~5.5. All meetings of the NEIGHBORHOOD VOTING MEMBERS shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.~~

~~5.6. Notices. Written notice stating the place, day and hour of any NEIGHBORHOOD VOTING MEMBERS meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each NEIGHBORHOOD VOTING MEMBER, and to DECLARANT so long as DECLARANT is a member of the COMMUNITY ASSOCIATION, not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the Officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the NEIGHBORHOOD VOTING MEMBER at the NEIGHBORHOOD VOTING MEMBER'S address as it appears on the records of the COMMUNITY ASSOCIATION.~~

~~5.7. Waiver of Notice. Whenever any notice is required to be given to any NEIGHBORHOOD VOTING MEMBER under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the NEIGHBORHOOD VOTING MEMBER, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER at a meeting shall constitute a waiver of notice of such meeting, except when the NEIGHBORHOOD VOTING MEMBER or alternate NEIGHBORHOOD VOTING MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.~~

~~5.8. Annual Meeting. The annual meeting of the NEIGHBORHOOD VOTING MEMBERS shall be deemed the annual meeting of the members of the COMMUNITY ASSOCIATION. The annual meeting of the NEIGHBORHOOD VOTING MEMBERS for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Monday in March of each year, or at such other time in the months of March or April of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any NEIGHBORHOOD VOTING MEMBER or alternate, or any Officer or Director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. However, during the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.~~

~~5.9. Special Meetings. Special meetings of the NEIGHBORHOOD VOTING MEMBERS may be requested at any time by written notice to the Secretary by any Director, the President, or by NEIGHBORHOOD VOTING MEMBERS having not less than 25% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the NEIGHBORHOOD VOTING MEMBERS within thirty (30) days after same is duly requested, and the meeting shall be held within forty five (45) days after same is duly requested.~~

~~5.10. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no person entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to any NEIGHBORHOOD VOTING MEMBERS not present at the original meeting, without giving notice to the NEIGHBORHOOD VOTING MEMBERS which were present at such meeting.~~

~~5.11. Organization. At each meeting of the NEIGHBORHOOD VOTING MEMBERS, the President, the Vice President, or any person chosen by a majority of the NEIGHBORHOOD VOTING MEMBERS present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.~~

~~5.12. Order of Business. The order of business at the annual meetings of the NEIGHBORHOOD VOTING MEMBERS shall be:~~

- ~~5.12.1. Determination of chairman of the meeting;~~
- ~~5.12.2. Calling of the roll and certifying of proxies;~~
- ~~5.12.3. Proof of notice of meeting or waiver of notice;~~
- ~~5.12.4. Reading and disposal of any unapproved minutes;~~
- ~~5.12.5. Election of inspectors of election;~~
- ~~5.12.6. Determination of number of Directors;~~

~~5.12.7. Nomination and election of Directors,~~

~~5.12.8. Reports of Directors, officers or committees,~~

~~5.12.9. Unfinished business,~~

~~5.12.10. New business, and~~

~~5.12.11. Adjournment~~

~~5.13. Minutes. The minutes of all meetings of the NEIGHBORHOOD VOTING MEMBERS shall be kept in a book available for inspection by the NEIGHBORHOOD VOTING MEMBERS, the OWNERS or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.~~

~~5.14. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the NEIGHBORHOOD VOTING MEMBERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the NEIGHBORHOOD VOTING MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all NEIGHBORHOOD VOTING MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those NEIGHBORHOOD VOTING MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.~~

6.1. Number of Directors.

~~6.1.1. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of one (1) NEIGHBORHOOD DIRECTOR and one (1) alternate NEIGHBORHOOD DIRECTOR appointed by each NEIGHBORHOOD COMMITTEE, except the initial post turnover BOARD shall be elected by the NEIGHBORHOOD VOTING MEMBERS from those individuals appointed by each NEIGHBORHOOD COMMITTEE. Thereafter, the members of the BOARD shall be appointed in accordance with these BYLAWS, not less than three nor more than eleven directors. So long as the DECLARANT is entitled to appoint any Director, pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three directors.~~

~~6.1.2. After the DECLARANT is no longer entitled to appoint a majority of the Directors, the number of Directors on the BOARD shall, in the absence of a determination to the contrary by the OWNERS, be increased to equal the number of NEIGHBORHOODS (plus one if the number of NEIGHBORHOODS is an even number, but in no event more than eleven). Thereafter, the number of Directors on the BOARD may be changed at any meeting to elect any Directors, by 2/3 of the votes of the NEIGHBORHOOD VOTING MEMBERS.~~

~~6.1.3. Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the NEIGHBORHOOD VOTING MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.~~

~~6.2. Election Appointment of Directors by NEIGHBORHOOD VOTING MEMBERS COMMITTEE. Election Appointment of Directors to be elected appointed by the NEIGHBORHOOD VOTING MEMBERS COMMITTEES shall be conducted in the following manner: Each NEIGHBORHOOD COMMITTEE shall appoint a NEIGHBORHOOD Director and an alternate NEIGHBORHOOD Director. The votes for appointment of the NEIGHBORHOOD Director and alternate NEIGHBORHOOD Director shall be cast only by the~~

~~NEIGHBORHOOD COMMITTEE and not be the individual OWNERS. (However, in the event of a Developer controlled Neighborhood, the residential owners shall elect said Directors who shall thereafter be appointed by the Developer)~~

~~6.2.1. At any time after the DECLARANT no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the NEIGHBORHOOD VOTING MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the NEIGHBORHOOD VOTING MEMBERS, at such special meeting the NEIGHBORHOOD VOTING MEMBERS may elect to not hold the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.~~

~~6.2.2. Except as provided above, the NEIGHBORHOOD VOTING MEMBERS shall elect Directors at the annual meetings of the NEIGHBORHOOD VOTING MEMBERS, unless a special meeting of the NEIGHBORHOOD VOTING MEMBERS is called in order to fill a vacancy on the BOARD as provided below.~~

~~6.2.3. For purposes of electing directors the following "VOTING GROUPS" are hereby established.~~

- ~~i. Any NEIGHBORHOOD which is developed at a density of from one to seven dwelling units per acre shall be in VOTING GROUP 1.~~
- ~~ii. Any NEIGHBORHOOD which is developed at a density of from eight to fourteen dwelling units per acre shall be in VOTING GROUP 2.~~
- ~~iii. Any NEIGHBORHOOD which is developed at a density of 15 or more dwelling units per acre will be in VOTING GROUP 3.~~

~~Each VOTING GROUP will be entitled to elect a number of the directors of the COMMUNITY ASSOCIATION, which number will be equal to the total number of directors to be elected multiplied by a fraction, the numerator of which will be the total acreage of all of the NEIGHBORHOODS within the VOTING GROUP, and the denominator of which will be the total acreage of all of the NEIGHBORHOODS, rounded off to the nearest whole number (any fraction equal to 1/2 will be rounded up). If pursuant to the foregoing formula any VOTING GROUP would not be entitled to elect any director, such VOTING GROUP shall have the right to elect one Director, and the remaining Directors will be elected by the other VOTING GROUPS in accordance with the foregoing formula. In addition, if in accordance with the foregoing an even number of Directors would be elected, then any remaining Director shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large.~~

~~6.2.4. The election of Directors by any VOTING GROUP shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes of the VOTING GROUP cast, each NEIGHBORHOOD VOTING MEMBER within the VOTING GROUP being entitled to cast the votes for his NEIGHBORHOOD for each of as many nominees as there are vacancies to be filled within the VOTING GROUP. There shall be no cumulative voting.~~

~~6.2.5. Except with respect to Directors appointed by the DECLARANT, once a Director is elected from a NEIGHBORHOOD, no other Director shall be elected from that NEIGHBORHOOD if that NEIGHBORHOOD would have more than one more Director elected from it than any other NEIGHBORHOOD, unless (i) no person from another~~

~~NEIGHBORHOOD is nominated at a meeting to elect Directors, or (ii) no person nominated from another NEIGHBORHOOD is able or willing to serve. For purposes of this Paragraph, a Director who is an OWNER or co-OWNER of any UNIT within a NEIGHBORHOOD shall be deemed to be "elected from the NEIGHBORHOOD."~~

6.3. Term of Office. All Directors elected appointed by the NEIGHBORHOOD VOTING MEMBERS COMMITTEE, including those Directors to the initial post turnover board elected by the NEIGHBORHOOD VOTING MEMBERS, shall serve until the next annual meeting of the NEIGHBORHOOD VOTING MEMBERS, or until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES, as hereinafter provided. In order to create a staggered BOARD, at the first appointment of Directors subsequent to the enactment of this amendment, seven (7) Directors shall be appointed by the newest NEIGHBORHOOD COMMITTEES to serve a one (1) year term and seven (7) Directors shall be appointed by the oldest NEIGHBORHOOD COMMITTEES to serve a two (2) year term. At each subsequent appointment of Directors by the NEIGHBORHOOD COMMITTEES, all Directors shall be appointed for a two (2) year term. Each NEIGHBORHOOD COMMITTEE existing at the time of this amendment or created hereafter shall be entitled to elect a NEIGHBORHOOD DIRECTOR and alternate NEIGHBORHOOD DIRECTOR. In the event the BOARD is comprised of an even number of Directors, the BOARD shall appoint an additional Director and alternate in order to comprise an odd numbered BOARD.

6.4. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

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

6.6. Special Meetings. Special meetings of the BOARD may be called by any Director, or by the President at any time.

6.7. Notices of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each ~~NEIGHBORHOOD VOTING MEMBER~~ either personally or by telephone or telegraph or e-mail, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director or ~~NEIGHBORHOOD VOTING MEMBER~~ who signs a waiver of notice either before or after the meeting. Attendance of a Director or ~~a NEIGHBORHOOD VOTING MEMBER~~ at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or ~~a NEIGHBORHOOD VOTING MEMBER~~ states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

6.8. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to the ~~NEIGHBORHOOD VOTING MEMBERS,~~ members of any NEIGHBORHOOD COMMITTEES, DECLARANT, and any INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting by telephone conference, but in that event, a telephone speaker shall be attached so that any

discussion may be heard by the Directors and any other persons present as in an open meeting.

6.9. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

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

6.11. Presiding Officer. ~~The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected;~~ and if none, the President of the COMMUNITY ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.12. Order of Business. The order of business at a Directors' meeting shall be:

- 6.12.1. Calling of roll;
- 6.12.2. Proof of due notice of meeting;
- 6.12.3. Reading and disposal of any unapproved minutes;
- 6.12.4. Reports of officers and committees;
- 6.12.5. Election of officers;
- 6.12.6. Unfinished business;
- 6.12.7. New business, and
- 6.12.8. Adjournment.

6.13. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the OWNERS or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

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

6.15. Resignation. Any Director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

6.16.1. Any Director other than a the non-voting Director appointed by the DECLARANT may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuance of such meetings.

6.16.2. Any Director other than a the non-voting Director appointed by the DECLARANT may be removed with or without cause by a majority of the votes of the NEIGHBORHOOD ~~VOTING MEMBERS~~ within the ~~VOTING GROUP COMMITTEE~~ that appointed the DIRECTOR at a special meeting of the ~~NEIGHBORHOOD VOTING MEMBERS~~ within the ~~VOTING GROUP COMMITTEE~~ called for such purpose called by the NEIGHBORHOOD COMMITTEE. ~~VOTING MEMBERS having not less than one third of all of the votes within the applicable VOTING GROUP.~~ The vacancy on the BOARD caused by such removal may be filled by the NEIGHBORHOOD ~~VOTING MEMBERS~~ within such ~~VOTING GROUP COMMITTEE~~ at such meeting, ~~or, if the NEIGHBORHOOD VOTING MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD, subject to the requirements of paragraph 7.2.5.~~ Any Director appointed by the DECLARANT shall be a non-voting member of the BOARD.

6.17. Vacancies. Subject to the requirements of Paragraph 7.2.5. vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. Notwithstanding the foregoing, any Director elected by the BOARD to fill any vacancy must be a resident from a the NEIGHBORHOOD within the same ~~VOTING GROUP~~ as the ~~VOTING GROUP~~ of the director whose vacancy is being filled. If there are no Directors in office, then a special election of the NEIGHBORHOOD ~~VOTING MEMBERS COMMITTEES~~ shall be called to elect the Directors.

6.18. Director Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint ~~the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES~~ a non-voting Director to the BOARD. All ~~The non-voting~~ Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the COMMUNITY ASSOCIATION which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may waive its right to appoint ~~one or more its non-voting~~ Director which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION, ~~and thereafter such Director(s) shall be elected by the NEIGHBORHOOD VOTING MEMBERS.~~

6.19. Compensation of Directors. The Directors shall not be entitled to any compensation for serving as Directors, ~~unless the NEIGHBORHOOD VOTING MEMBERS approve such compensation, provided~~ However the COMMUNITY ASSOCIATION may reimburse any Director for expenses incurred on behalf of the COMMUNITY ASSOCIATION, ~~without approval by the NEIGHBORHOOD VOTING MEMBERS.~~

6.20. Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, excluding, however, any powers and

duties respecting any NEIGHBORHOOD DECLARATION which powers and duties are to be exercised exclusively in accordance with said NEIGHBORHOOD DECLARATION, or as otherwise provided by statute or law (which are not in conflict with the terms of these Bylaws). Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

6.20.1. The operation, care, upkeep and maintenance of the AREAS OF COMMON CONCERN.

6.20.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

6.20.3. The collection of ASSESSMENTS for COMMON EXPENSES from the OWNERS.

6.20.4. The employment and dismissal of personnel.

6.20.5. The adoption and amendment of rules and regulations covering the details of the operation and use of AREAS OF COMMON CONCERN.

6.20.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

6.20.7. Obtaining and reviewing insurance for AREAS OF COMMON CONCERN.

6.20.8. The making of repairs, additions and improvements to, or alterations of, AREAS OF CONCERN.

6.20.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that (i) the consent of the OWNERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any property without the consent of the OWNER of such property.

6.20.10. Contracting for the management and maintenance of AREAS OF COMMON CONCERN, authorizing a management agent or company to assist the COMMUNITY ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, replacement of the AREAS OF COMMON CONCERN with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

6.20.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law (which are not in conflict with the terms of these Bylaws), and all powers incidental thereto or implied therefrom.

6.20.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any property in the event the respective NEIGHBORHOOD ASSOCIATION or OWNER fails to do so.

6.20.13. Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

6.20.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and

other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6.20.15. Input from NEIGHBORHOOD COMMITTEES. Prior to making any material decision respecting any NEIGHBORHOOD, including but not limited to the adoption of a budget for any NEIGHBORHOOD, or any major contract or purchase relating to a NEIGHBORHOOD, the BOARD shall give the NEIGHBORHOOD COMMITTEE for such NEIGHBORHOOD notice of such meeting at which the decision will be considered and the opportunity to appear and provide input to the BOARD concerning such decision.

7. OFFICERS.

7.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. After DECLARANT no longer is entitled to appoint the majority of the Directors of the COMMUNITY ASSOCIATION, no person may hold more than one office, and no more than one officer may be appointed from any NEIGHBORHOOD, unless no person from another NEIGHBORHOOD is able or willing to serve as an officer. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

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

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

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

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

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

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

7.8. Compensation of Officers. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the OWNERS, shall preclude the BOARD from employing a Director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a Director for the management of any portion of the SUBJECT PROPERTY, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such Director a reasonable fee for such management or provision of services.

8. FINANCES AND ASSESSMENTS.

8.1. Adoption of the Budget.

8.1.1. Not less than sixty days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a COMMUNITY budget, and a NEIGHBORHOOD budget for each NEIGHBORHOOD where the COMMUNITY ASSOCIATION will incur any NEIGHBORHOOD EXPENSE for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the AREAS OF COMMON CONCERN, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the AREAS OF COMMON CONCERN; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacement, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida (which are not in conflict with the terms of these Bylaws). If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

8.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate

funds to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

8.2. Assessment Roll. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each OWNER, designating the name and current mailing address of the OWNER, the amount of each COMMUNITY ASSESSMENT and each NEIGHBORHOOD ASSESSMENT, where applicable, payable by such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

8.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

8.4. Application of Payments and Commingling of Funds. The COMMUNITY ASSOCIATION shall establish separate bank accounts for the COMMUNITY ASSESSMENTS and COMMUNITY EXPENSES, and for the NEIGHBORHOOD ASSESSMENTS and NEIGHBORHOOD EXPENSES, and shall not commingle monies allocated to the COMMUNITY ASSOCIATION or to any other NEIGHBORHOOD with the funds of any NEIGHBORHOOD.

8.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. Separate accounting records shall be maintained for all COMMUNITY ASSESSMENTS and EXPENSES, and for each NEIGHBORHOOD's ASSESSMENTS and EXPENSES. The records shall be open to inspection by OWNERS and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the OWNERS referred to above. The BOARD may, and upon the vote of a majority of the OWNERS shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each NEIGHBORHOOD DIRECTOR VOTING MEMBER and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.

9. PARLIAMENTARY RULES.

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

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

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

10.2. Initiation. A resolution to amend these BYLAWS may be proposed by any Director., ~~or by one or more of the NEIGHBORHOOD VOTING MEMBERS.~~

10.3. Adoption of Amendments.

~~10.3.1. A resolution for the adoption of the proposed amendment shall be adopted either, (a) by a majority of all of the Directors of the COMMUNITY ASSOCIATION, or (b) by not less than a majority of the votes of all the NEIGHBORHOOD VOTING MEMBERS. Any amendment approved by the NEIGHBORHOOD VOTING MEMBERS may provide~~

that the BOARD may not further amend, modify or repeal such amendment.

10.3.1. These BYLAWS may be amended upon the approval of not less than two-thirds (2/3) of the votes of the BOARD, except that if any provision of these BYLAWS requires more than a 2/3 vote of the BOARD to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action. No BOARD MEMBER shall vote to approve any amendment unless the amendment is first approved by the OWNERS within the NEIGHBORHOOD of the BOARD MEMBER at a special NEIGHBORHOOD meeting called for the purpose of approving the amendment, except for amendments required by any controlling governmental authority, or required to comply with the requirements of the Federal National Mortgage Association or any similar institution which purchases mortgages.

~~10.3.2. Notwithstanding the foregoing, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any Directors or any NEIGHBORHOOD VOTING MEMBERS.~~

10.4. 10.3.2. No amendment shall make any change in the qualification for membership nor in the voting rights or property rights of OWNERS without approval of all of the NEIGHBORHOOD VOTING BOARD MEMBERS. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. No amendment shall be made which discriminates against any NEIGHBORHOOD without the consent of the NEIGHBORHOOD VOTING BOARD MEMBER of the NEIGHBORHOOD discriminated against. So long as the DECLARANT owns any portion of the property described in Exhibits "A" and "B" of the DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to the DECLARANT, or that may be in derogation of any such rights, privileges, powers or options provided in favor of or reserved to DECLARANT, in that certain Final Settlement Agreement bearing date the 4th day of May, 1998, by and between the DECLARANT and COMMUNITY ASSOCIATION, unless the DECLARANT shall join in the execution of the amendment.

~~10.5- 10.3.3. Execution and Recording.~~ No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

11. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the AREAS OF COMMON CONCERN and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any OWNER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD. Notwithstanding the provisions of this paragraph, no rule or regulation shall make any changes which would affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to the DECLARANT, or that may be in derogation of any such rights, privileges, powers or options provided in favor of, or reserved to DECLARANT, in that certain Final Settlement Agreement bearing date the 4th day of May, 1998, by and between the DECLARANT and COMMUNITY ASSOCIATION, unless DECLARANT shall join in the execution of any such rule or regulation.

12. MISCELLANEOUS.

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

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

12.3. Conflicts. In the event of any conflict, any applicable Florida Statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

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

12.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a NEIGHBORHOOD ~~DIRECTOR VOTING MEMBER~~ within thirty (30) days after the NEIGHBORHOOD ~~DIRECTOR VOTING MEMBER~~ is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all NEIGHBORHOOD ~~DIRECTOR VOTING MEMBERS~~ who received notice of the meeting and failed to object to such defect at the meeting.

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

BK2931760094



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 29, 1998

LEE H. BURG, ESQ.
LAW OFFICES BECKER & POLIAKOFF, P.A.
P. O. BOX 9057
FORT LAUDERDALE, FL 33310-9057

Re: Document Number N31027

The Articles of Amendment to the Articles of Incorporation for ~~GRAND PALMS~~
~~COMMUNITY ASSOCIATION, INC.~~, a Florida corporation, were filed on
December 14, 1998.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-
6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 898A00060783

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 14, 1998, to Articles of Incorporation for GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N31027.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of December, 1998



CR2EO22 (2-95)

Sandra B. Martham

Sandra B. Martham
Secretary of State

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of

GRAND PALMS COMMUNITY ASSOCIATION, INC.

FILED
98 DEC 14 PM 8 10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: (See Articles of Incorporation attached hereto)

SECOND: The date of adoption of the amendment(s) was: October 22, 1998

THIRD: Adoption of Amendment (CHECK ONE)

☒ The amendment(s) was(were) adopted
by the members and the number of votes
cast for the amendment was sufficient for approval.

☐ There are no members or members
entitled to vote on the amendment.
The amendment(s) was(were) adopted by
the board of directors.

Dated November 19, 19 98

GRAND PALMS COMMUNITY ASSOCIATION, INC.

Corporation Name

By Benton Becker, Pres.

(Chairman, Vice Chairman, President or other officer)

BENTON BECKER

Typed or printed name

President

Title

ARTICLES OF INCORPORATION

OF

GRAND PALMS COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

PREAMBLE

HOLLYWOOD LAKES COUNTRY CLUB, INC., a Florida corporation ("DECLARANT"), owns certain property in Broward County, Florida. DECLARANT intends to record a Master Declaration for Grand Palms (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the Association. Until such time as the DECLARATION is so recorded, the incorporator shall be the sole member of the Association.

1. NAME. The name of the corporation is: GRAND PALMS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "COMMUNITY ASSOCIATION").

2. PURPOSE. The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3. To administer, enforce and carry out the terms and provisions of any NEIGHBORHOOD DECLARATION executed by DECLARANT or approved by DECLARANT or the COMMUNITY ASSOCIATION, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION.

3. POWERS. The COMMUNITY ASSOCIATION shall have the following powers:

3.1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2. All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or by a NEIGHBORHOOD DECLARATION, or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION or any NEIGHBORHOOD DECLARATION.

3.3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4. To make and collect ASSESSMENTS against the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6. To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, Directors and OWNERS, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7. To operate, maintain, repair, and improve all AREAS OF COMMON CONCERN, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8. To exercise architectural control over all IMPROVEMENTS within the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9. To contract for cable television and monitoring services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment both real and personal, as the BOARD in its discretion determines necessary or appropriate.

3.11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by the South Broward Drainage District or the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances, except such as are owned or maintained by the South Broward Drainage District or by the owner of the RESORT referred to in the DECLARATION.

4. MEMBERS.

4.1. MEMBERS.

4.1.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Such membership shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to such UNIT(s).

4.1.2. DECLARANT. DECLARANT shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT owns any UNIT or mortgage encumbering any undeveloped portion of the SUBJECT PROPERTY, or owns any portion of the property described in Exhibits "A" and "B" which may be added to the DECLARATION.

4.2. Transfer of Membership. The transfer of the membership of any OWNER in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any UNITS for which membership has already been established as hereinabove provided, the OWNER(S) designated by such instrument of conveyance thereby becoming member(s), and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the property, and it shall be the responsibility and obligation of the former and new OWNER of the property to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3. The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the property associated with the membership of the OWNER, nor may a membership

be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such property.

4.4. OWNERS' Voting Rights. Each OWNER shall have a number of votes as follows:

4.4.1. OWNERS and NEIGHBORHOOD VOTING MEMBERS DIRECTORS. Pursuant to the DECLARATION, each portion of the SUBJECT PROPERTY is to be designated as a NEIGHBORHOOD pursuant to a NEIGHBORHOOD DECLARATION. The BYLAWS shall provide for NEIGHBORHOOD meetings, at which the OWNERS within the NEIGHBORHOOD shall be entitled to attend and vote on matters presented at the NEIGHBORHOOD meeting, including the election of a NEIGHBORHOOD COMMITTEE which will appoint one (1) NEIGHBORHOOD VOTING MEMBER DIRECTOR, and one (1) alternate NEIGHBORHOOD DIRECTOR, and at each NEIGHBORHOOD meeting, each OWNER within the NEIGHBORHOOD shall have a number of votes equal to the number of UNITS owned by the OWNER at the time of such meeting. The NEIGHBORHOOD VOTING MEMBERS DIRECTOR elected by the OWNERS at the NEIGHBORHOOD meetings shall have the right to attend all general meetings of the COMMUNITY ASSOCIATION, for the purpose of electing directors and for any other purpose, and shall have the right to cast a number of votes at each such meeting, equal to the number of UNITS within the NEIGHBORHOOD represented by the NEIGHBORHOOD VOTING MEMBER. BOARD and to cast one (1) vote on each issue. The Alternate NEIGHBORHOOD DIRECTOR shall have the right to attend all meetings of the COMMUNITY ASSOCIATION BOARD when the NEIGHBORHOOD DIRECTOR is not available and to cast one (1) vote on each issue. Notwithstanding anything in this subparagraph 4.4.1 to the contrary, to the extent that a Declarant has joined in the execution of any NEIGHBORHOOD DECLARATION and is granted certain rights therein (herein "NEIGHBORHOOD DEVELOPER RIGHTS") which are in conflict with this subparagraph 4.4.1, including the right to appoint NEIGHBORHOOD DIRECTORS as provided for in the NEIGHBORHOOD DECLARATION, NEIGHBORHOOD ARTICLES, and/or NEIGHBORHOOD BYLAWS, to the extent these NEIGHBORHOOD DEVELOPER RIGHTS are in conflict with the provisions herein, the NEIGHBORHOOD DEVELOPER RIGHTS shall prevail. However, these NEIGHBORHOOD DEVELOPER RIGHTS to appoint Directors shall expire three (3) years from the date of this amendment with regard to existing communities and five (5) years from the date of incorporation of any new communities, subject to the right of the BOARD to extend same. It is the preference of the BOARD that NEIGHBORHOOD DIRECTORS appointed by DEVELOPER be residents of the NEIGHBORHOOD.

4.4.2. DECLARANT. DECLARANT shall have three votes for each vote of any OWNER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided and thereafter DECLARANT shall have three votes for each UNIT within any portion of the SUBJECT PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "D" of the DECLARATION which may be added to the DECLARATION. For purposes of these ARTICLES and the BYLAWS, DECLARANT shall be deemed a NEIGHBORHOOD VOTING MEMBER with respect to any property owned by DECLARANT.

4.5. The BYLAWS shall provide for an annual NEIGHBORHOOD meeting of the OWNERS and an annual meeting of the members of the COMMUNITY ASSOCIATION which may be attended solely by the NEIGHBORHOOD VOTING MEMBERS, and may also make provisions for special meetings.

5. DIRECTORS.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

5.2. Election of Directors. The Directors of the COMMUNITY ASSOCIATION Board shall be elected as follows:

~~5.2.1. Initially the Board of Directors shall consist of three members, and DECLARANT shall have the right to appoint all of the Directors.~~

~~5.2.2. The number of Directors shall be increased to four Directors, three of which shall be appointed by DECLARANT, and one of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 25% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.~~

~~5.2.3. The number of Directors shall be increased to five Directors, three of which shall be appointed by DECLARANT and two of which shall be elected by the NEIGHBORHOOD VOTING MEMBERS at large, within three months after 50% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "D" DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS.~~

~~5.2.4. When 75% of the UNITS that will be ultimately contained within the SUBJECT PROPERTY and any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY have been built and conveyed to OWNERS, or 10 years after the DECLARATION has been recorded in the public records of the county in which the SUBJECT PROPERTY is located, whichever occurs first, the number of Directors shall be determined in the manner provided in the BYLAWS, and the Directors shall be elected by the NEIGHBORHOOD VOTING MEMBERS COMMITTEE in the manner provided by the BYLAWS. However, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property described in Exhibit "B" of the DECLARATION that may be added to the SUBJECT PROPERTY, in addition to the directors appointed by the NEIGHBORHOOD VOTING MEMBERS, DECLARANT shall have the right to appoint one Director, and the Director appointed by DECLARANT shall have a right of veto with respect to any action taken by the BOARD, and in the event the Director appointed by DECLARANT vetoes any action taken by the BOARD, such action shall be null and void.~~

5.3 Duties and Powers. All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes as amended (not in conflict with the terms of these Articles), the DECLARATION, these ARTICLES and the BYLAWS, excluding, however, any duties and powers respecting or any NEIGHBORHOOD ASSOCIATION which duties and powers are to be exercised exclusively in accordance with the NEIGHBORHOOD DECLARATION, shall be exercised exclusively by the BOARD, its agents, contractors, or employees, subject to approval of the OWNERS only when specifically required by the governing documents.

5.4 Removal and Vacancies. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any Director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the DECLARANT is less than the maximum number of Directors which may, at that time, be appointed by the DECLARANT as set forth above.

5.5 Initial Directors. The names and addresses of the 1989 Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

E. M. SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027
ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, Florida 33027
SANDY SEGALL, 14800 Pines Boulevard, Pembroke Pines, Florida 33027.

6. OFFICERS. The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for

filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT E. M. SEGALL
VICE PRESIDENT. ROBERT SHELLEY
VICE PRESIDENT/SECRETARY/TREASURER. . . . SANDY SEGALL

7. INDEMNIFICATION.

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

7.2 To the extent that a Director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the votes of the OWNERS.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

7.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which these seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of the OWNERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

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

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

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

9.1 ~~A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the NEIGHBORHOOD VOTING MEMBERS, which may be the annual or a special meeting. By the BOARD. These ARTICLES may be amended upon the approval of not less than two-thirds (2/3) of the votes of the BOARD, except that if any provision of these ARTICLES requires more than a 2/3 vote of the BOARD to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action. No BOARD MEMBER shall vote to approve any amendment unless the amendment is first approved by the OWNERS within the NEIGHBORHOOD of the BOARD MEMBER at a special NEIGHBORHOOD meeting called for the purpose of approving the amendment, except for amendments required by any controlling governmental authority, or required to comply with the requirements of the Federal National Mortgage Association or any similar institution which purchases mortgages.~~

9.2 ~~Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each NEIGHBORHOOD VOTING MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meetings of the NEIGHBORHOOD VOTING MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting. Recording. In order to be effective, any amendment to these ARTICLES must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.~~

9.3 ~~At such meeting, a vote of the NEIGHBORHOOD VOTING MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all of the NEIGHBORHOOD VOTING MEMBERS.~~

9.4 ~~Any number of amendments may be submitted to the NEIGHBORHOOD VOTING MEMBERS and voted upon by them at any one meeting.~~

9.5 ~~If all of the Directors and all of the NEIGHBORHOOD VOTING MEMBERS eligible to vote, and DECLARANT so long as it is a member, sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall~~

~~thereby be adopted as though the above requirements have been satisfied.~~

9.6 ~~In addition to the above, so long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, so long as DECLARANT owns any portion of the property described in Exhibits "A" and "B" of the DECLARATION, no amendment to these ARTICLES or the BYLAWS shall be made without the written consent of DECLARANT and, in any event, no amendment of these ARTICLES may be made without the consent of DECLARANT which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, or that may be in derogation of any such rights, privileges, power or options provided in favor of, or reserved to DECLARANT, in that certain Final Settlement Agreement bearing date the 4th day of May, 1998, by and between the DECLARANT and COMMUNITY ASSOCIATION, unless DECLARANT joins in the execution of the amendment.~~

9.7 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. TERM. The COMMUNITY ASSOCIATION shall have perpetual existence.

11. INCORPORATION. The name and street address of the incorporator is ROBERT SHELLEY, 14800 Pines Boulevard, Pembroke Pines, FL 33027.

12. INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT. The street address of the initial registered office of the COMMUNITY ASSOCIATION is 14800 Pines Boulevard, Pembroke Pines, FL 33027. The initial registered agent of the ASSOCIATION at that address is ROBERT SHELLEY.

13. DISSOLUTION. The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the ~~NEIGHBORHOOD VOTING MEMBERS, BOARD and DECLARANT~~ so long as it is a member, and shall also require the consent of the South Florida Water Management District, or any successor governmental authorities. No Board member shall vote to approve dissolution unless dissolution is first approved by the OWNERS within the NEIGHBORHOOD of the Board member at a Special Neighborhood Meeting called for the purpose of approving dissolution. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.