

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, LIMITATIONS, EASEMENTS, USES, RESERVATIONS, CHARGES AND REGULATIONS affecting

RAVENSWOOD ESTATES AND MARINAS, according to the Plat thereof, recorded in Plat Book 67, at Page 15, of the Public Records of Broward County, Florida; SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS, according to the Plat thereof, recorded in Plat Book 72, at Page 14, of the Public Records of Broward County, Florida; THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS, according to the Plat thereof, recorded in Plat Book 72, at Page 20, of the Public Records of Broward County, Florida; and other lands embraced by the real property described upon Schedule "A" attached hereto.

WHEREAS, the ESTATE OF FORT LAUDERDALE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereinafter sometimes referred to as "EFLPOA", having its principal place of business in Broward County, Florida, is the owner and holder of the fee simple title in and to the real property described above and upon Schedule "A" attached hereto, portions of which lands have been or are being developed as a mobile and/or modular home community, and portions of which lands have been subdivided and platted as specified above at this time.

WHEREAS, EFLPOA's predecessor intended to subdivide and place of record plats covering portions of the real property described in Schedule "A" attached hereto, and replat portions of the land platted in that certain plat aforescribed which was recorded in Plat Book 67, at Page 15, of the Public Records of Broward County, Florida, and it may replat Tract A in THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS as above described; and

WHEREAS, the Plat entitled SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS as above described contains Tract A, which shall be improved as a recreation facility, and Tract B, which shall be a vehicular parking site for said recreation facility, and two (2) lakes as specified thereon, which said lakes, Tract A and Tract B are to be used as recreation and vehicular parking areas and facilities for the owners and occupants of the platted lands above described and the real property described in Schedule "A" attached hereto:  
and

WHEREAS, EFLPOA's predecessor intended (1) to sell and convey said platted lots in the existing platted subdivisions above described and in the subdivisions to be created and platted within the lands described in Schedule "A" as and for mobile and/or modular home sites, (2) to provide and thereafter to operate, maintain and manage the aforesaid recreation areas and facilities and (3) to manage and regulate the use, occupancy and maintenance of the entire mobile and/or modular home community for its benefit and for the benefit of owners of platted lots in said community; and

WHEREAS, EFLPOA's predecessor intended to receive compensation in connection with its performance of its undertakings to create and provide for and to operate, maintain and manage the aforesaid recreation areas and facilities, and to manage and regulate the use, occupancy and maintenance of the said community, but EFLPOA does not intend to act in such a manner as to earn a profit on its undertakings and actions; and

WHEREAS, EFLPOA operates the real property described above and in Schedule "A" attached hereto subject to the Covenants, Restrictions, Conditions, Limitations, Easements, Uses, Reservations, Charges and Regulations, as hereinafter set forth, for the purpose of insuring appropriate use of said real property as an attractive and desirable mobile and/or modular home community to enhance and maintain the value of each lot in said community; to prevent nuisances; to maintain an aesthetically pleasing over-all appearance as a mobile and/or modular home community and to prevent the impairment of the attractiveness thereof; to maintain the appropriate tone of a properly operated, managed and maintained mobile and/or modular home community; to secure to the owner of each lot in the community the full benefit and enjoyment of his home and recreational and other facilities in the community without any greater restriction upon the free and undisturbed use thereof than is necessary to insure the same advantages to the other lot owners; and to protect the mutual and respective interests of the future owners of lots within said community and EFLPOA.

NOW, THEREFORE, the ESTATE OF FORT LAUDERDALE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, does hereby declare and establish that the title to the real property aforescribed and in Schedule "A" attached hereto, which real property shall be hereinafter referred to as the "COMMUNITY", shall be sold, conveyed, transferred and held, and said real property used and occupied, subject to the Covenants, Restrictions, Conditions, Limitations, Easements, Uses, Reservations, Charges and Regulations hereinafter set forth, the same to constitute covenants running with the land and to be binding upon EFLPOA, its successors and assigns, and upon all purchasers, owners and/or occupants of lots in the "COMMUNITY," and their successors, personal representatives, heirs, grantees, lessees, and assigns, as the case may be, and all parties claiming by, through, under or against them. This instrument may be referred to hereinafter as "Declaration". "Declaration of Covenants", "Declaration of Covenants and Restrictions" and "Declaration of Covenants, Restrictions, Conditions, Limitations, Easements, Uses, Reservations, Charges and Regulations", and all references shall mean the same.

## PART I

### Restrictive Covenants and other Provisions for the Mutual Benefit of EFLPOA and the Lot Owners and Enforceable by EFLPOA and the Lot Owners.

1. The restrictions contained in this section entitled "PART I" and "PART II" following are not intended to apply and shall not apply to Tract "A" and Tract "B", nor to those areas shown and designated upon the Plat as "LAKE", of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS, according to the Plat thereof as aforescribed, nor to Tract "A" of THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS according to the Plat thereof as aforescribed, nor to the portion of the real property described in Schedule "A" attached hereto which is designated as the golf course. Restrictions and provisions contained in this Declaration may not apply to and may be waived by EFLPOA as to certain areas in the Community, which areas include but are not limited to Tracts, platted Lots, and unplatted land as is specifically provided hereinafter in this Declaration.

2. Mobile Home Sites, Single Family Residential Use.

All platted lots are restricted for use as mobile and/or modular home sites for single family residential use only. No building or structure shall be constructed, erected, built, installed, placed or maintained upon any platted lot other than a mobile and/or modular home type dwelling designed to provide permanent living accommodations for a single family household. This restriction, however, is not intended to restrict the construction of improvements such as stairs, open and enclosed patios, terraces, carports and other additions or accessory structures customarily made to and used in connection with mobile and/or modular homes provided that the construction, installation and placement of same shall always be subject to the approval of EFLPOA as more specifically hereinafter provided.

3. Height, Size and Set-Back Restrictions.

Mobile and/or modular homes placed upon any platted lot shall not be less than nor exceed such dimensions as to height, width and length as EFLPOA determines from time to time in its sole discretion. No mobile and/or modular home or any accessory structure shall be placed or erected on any platted lot closer to the rear, front and side property lines as EFLPOA determines in its sole discretion from time to time. EFLPOA shall make the determinations provided herein in the interest of useful, proper and aesthetic planning for the Community.

4. Mobile and/or Modular Homes – Construction of Additions—Approval.

For the purpose of insuring the development and maintenance of the Community as one of high standards, and to insure compliance with the restrictions contained in this Part I, EFLPOA reserves the right and power to control the type, kinds and character of the mobile and/or modular homes and appurtenances, accessory structures, additions, and

other improvements to be placed, installed and/or constructed upon the platted lots. No mobile and/or modular home shall be installed or placed upon any platted lot in the Community, nor shall any accessory structure or addition or other improvement be constructed, installed, or placed thereon, nor shall the same be altered or modified, without the written approval of EFLPOA. In making its determination, EFLPOA shall consider, among other things, the general esthetic appearance of the type of mobile and/or modular home, or of the proposed appurtenances, accessory structure, or other improvements and its effect upon neighboring platted lot owners and its effect upon the Community as a whole.

With regard to the construction, installation or placement upon any platted lot of an addition or other appurtenances, accessory structure, or other improvements, or the proposed alteration or modification of same, EFLPOA may require the submission to it of plans and specifications therefor, and if same are approved, such construction, installation, placement, alteration or modification shall be in strict conformity to such approved plans and specifications.

5. Walls – Fences.

No wall or fence may be constructed, erected or installed on any platted lot in the Community except a one-foot (1') high metal hedge fence as authorized by EFLPOA in its sole discretion, and same shall be erected and installed as EFLPOA determines.

6. Motor Vehicles – Boats and Boat Trailers.

Not more than two motor vehicles may be regularly parked in the area designated by EFLPOA upon any platted lot in the Community; such motor vehicles must be of the "passenger" type and must be the property of the members of the household residing upon such lot. No trucks of any kind may be regularly parked upon any such lot. One boat upon a boat trailer may be regularly parked in the area designated by EFLPOA upon each platted lot. A boat and boat trailer shall count as one vehicle. The foregoing are subject to the regulations set forth in PART V hereof and any other regulations which may be promulgated by EFLPOA. The restrictions herein pertaining to the parking of motor vehicles upon platted lots are not intended to prevent temporary parking thereon by guests, visitors and delivery people, provided however, that the term "temporary" shall be deemed to mean not more than a twenty-four hour period during any week.

7. Nuisances.

Nothing shall be done or permitted to exist on any platted lot in the Community which may become an annoyance, blight, eyesore, or nuisance to the neighborhood or the Community. No horses, cattle, swine, goats, poultry, fowl or any other farm animal or livestock shall be kept, raised or maintained in the community. Nothing shall be kept on a platted lot or in the Community which would increase the rate of insurance on other platted lots in the Community nor shall a lot owner commit or permit any nuisance, immoral or illegal acts on his lot or within the Community nor shall he commit or permit anything to be done which will obstruct or interfere with the rights or others in the Community or annoy others by unreasonable noises or otherwise.

No weeds, underbrush or other unsightly growth shall be permitted to grow upon the lands in the Community and no refuse pile or unsightly objects shall be allowed to be placed or to remain thereon.

No derelict automobiles, nor any garbage, refuse, or trash of any description shall be placed or be permitted to be kept or maintained on any platted lot in the Community or elsewhere in the Community except as provided in paragraph 4, Part II, herein below as to garbage, refuse and trash, or where otherwise authorized by EFLPOA. No motor vehicle or boat repair work shall be conducted on any such lot other than minor repairs.

8. Signs.

No sign of any type or character whatsoever may be erected, displayed or maintained on any platted lot in the Community or upon any mobile and/or modular home or other structure thereon without the written approval of EFLPOA. Street residence number signs and small signs indicating the family name of the persons residing upon platted lots are permitted subject to such regulations and requirements that EFLPOA may promulgate with reference to size, type, style, design and location thereof.

9. Commercial Use Prohibited.

No manufacturing or commercial enterprise or business of any kind or practice of any kind of profession or trade, shall be conducted or maintained upon any platted lot in the Community, nor shall such platted lots be used for anything other than residential purposes.

10. Occupancy Restrictions.

- a) Age Limitations: Platted lots in SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS and THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS, according to the plats thereof as aforescribed, shall be and are hereby designated as an "Adult" portion of the Community. That certain portion of the real property described in Schedule A" attached hereto, which is to be platted as FIRST ADDITION TO RAVENSWOOD ESTATES AND MARINAS, which said plat although not recorded as of the date of this Declaration has been prepared by Schebke-Shiskin and Associates, Inc., registered land surveyors, shall be and is hereby designated as a "Family" portion of the Community with the exception of Lots 32 through 63, inclusive, in Block 5, and Lots 1 through 62, inclusive, in Block 8. Lots 32 through 63, inclusive, in Block 5 and/or Lots 1 through 63, inclusive, in Block 8 of the proposed plat of FIRST ADDITION TO RAVENSWOOD ESTATES AND MARINAS shall be designated hereafter by ECOM as "Family" or "Adult" portions of the Community. Platted lots in RAVENSWOOD ESTATES AND MARINAS, according to the plat thereof as aforescribed, and platted lots in the proposed replat of a portion of RAVENSWOOD ESTATES AND MARINAS, which proposed plat has been prepared by the above described land surveyor at this time, but has not been recorded as of the date of this Declaration, replats Tract "A" in Block 2 of RAVENSWOOD ESTATES AND MARINAS as aforescribed into Lots 1 through 10, inclusive, in Block A, and Lots 1 through 20, inclusive, in Block B, and Lots 1 through 20, inclusive, in Block C of the replat of a portion of RAVENSWOOD ESTATES AND MARINAS and shall be designated hereafter by ESCOM as "Adult" or "Family" portions of the Community. However, ESCOM may designate Lots 1 through 31, inclusive, in Block 5 of RAVENSWOOD ESTATES AND MARINAS as an "Adult" portion of the Community and the remaining platted lots in RAVENSWOOD ESTATES AND MARINAS and in the replat of a portion of RAVENSWOOD ESTATES AND MARINAS as a "Family" portion of the Community. No person under the age of sixteen (16) years shall be permitted to reside or occupy as his permanent residence any platted lot within a portion of the Community which has been designated by ESCOM as an "Adult" portion of the Community. There shall be no occupancy restrictions based upon age with reference to platted lots lying within a portion of the Community which has been designated by ESCOM as a "Family" portion of the Community. ESCOM reserves the right to designate certain lots within the Community provided above as either "Adult" or "Family". However, such right shall be exercised prior to the time ESCOM conveys title to a platted lot lying within an area above described in which it has retained the right in the future to designate said area and the platted lots therein as either "Adult" or "Family". The designation of platted lots in certain areas in the future as provided above by ESCOM as being either "Adult" or "Family" shall be accomplished by ESCOM placing of record an appropriate amendment to this instrument, executed solely by ESCOM, which instrument specifically sets forth the lots covered by the provisions of said amendment and the designation of said lots as being either "Adult" or "Family".

- b) Not more than four persons shall be permitted to reside in a mobile and/or modular home at any one time without the written consent of EFLPOA. This restriction shall be applicable without any consideration or determination as to whether such persons reside therein permanently or temporarily. The provisions herein are further subject to the provisions in Sections 3 and 4 of Part V entitled Rules and Regulations, as provided hereinafter in this Declaration.
  - c) Pets: Unusual pets, without limiting the generality of the foregoing, such as cougars, jaguars, snakes and other reptiles, are prohibited from being kept, maintained or brought into or upon the Community and no pets other than dogs, cats, miniature fish and caged, domesticated birds (other than parrots) may be kept or maintained in any residence, provided that the maintenance of any such pet in the Community shall be subject to regulation thereof by EFLPOA. Permitted pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the residence and Community upon three (3) days written notice from EFLPOA.
11. The foregoing restrictions, covenants and other provisions have been made for and shall inure to the benefit of EFLPOA and all persons who may hereafter acquire title to any platted lot in the Community, and such restrictions, covenants and other provisions shall be deemed equitable servitudes and, in the event of a violation or breach thereof, EFLPOA or the platted lot owners, or any of them, jointly or severally, shall have the right to prevent violation or breach thereof, and/or compel compliance therewith, by injunction or other lawful procedure and to recover damages resulting from such violation or breach. The failure to enforce any of the foregoing restrictions, covenants or other provisions shall not constitute a waiver of the right to enforce or seek enforcement of the same at any other time.

## PART II

Covenants, Restrictions and other Provisions for the benefit of EFLPOA and the Community and enforceable by EFLPOA.

### 1. Installation of Mobile and/or Modular Home.

Installation or removal of a mobile and/or modular home upon or from any platted lot in the Community may be done only by a duly authorized and designated contractor approved by EFLPOA. "Installation" as the term is used herein shall include, but not be limited to, levelling, blocking, tying down, removal or masking of hitch, skirting, connection to utilities and installation of an approved set of steps.

### 2. Construction of Additions and Improvements and Contractor-approval.

The construction of any addition or accessory structure, or other improvement or alteration or modification thereof, or repair thereto, or any service or repair upon any platted lot may be done only by the owner of the lot or by a contractor approved by EFLPOA and in strict conformity with plans and specifications as are approved by EFLPOA. EFLPOA shall have the right to require the owner and/or contractor to post a cash bond with EFLPOA in such amount as it determines prior to commencement of same. Said bond shall be returned to the party(s) posting same upon completion, less any damages caused thereby.

### 3. Lawn maintenance and landscaping upon platted lots.

Every owner of a platted lot in the Community shall be responsible for the care and maintenance of the lawn area upon his lot and shall keep the same watered, mowed, trimmed, edged, fertilized and sprayed as shall be required to the end that the lawns in the Community shall be free from unsightly bald spots or dead grass and uniform in texture and appearance. Every owner of a platted lot in the Community which adjoins a lake shall also be responsible for the care and maintenance of that portion of his lot which constitutes a bank of the lake, and same shall be kept in a first class condition. EFLPOA reserves the right for itself or its successors or assigns to enter upon any platted lot in the Community to provide lawn care and maintenance where the same has not been provided

by the owner in accordance herewith, in which event EFLPOA may charge the owner of such lot for such maintenance and care. Said charge shall be such sum as EFLPOA determines and it shall be a lien on said lot until paid.

No hedges, trees, shrubs, flowers, vines, or other plants of any type may be planted upon any platted lot in the Community, without the written permission of EFLPOA.

4. Trash, Refuse and Garbage Disposal Container(s).

The installation, location, type and number of trash, refuse and garbage container(s) on each platted lot shall be determined by EFLPOA, and same shall be kept closed and in good condition. Trash and refuse which cannot be placed in such containers shall be disposed of in accordance with regulations established by EFLPOA.

5. Clothes Lines.

No clothes line or similar device shall be allowed on any portion of a platted lot nor shall wash or laundry be hung on a platted lot or improvements thereon, or anywhere except in such area in the Community as EFLPOA determines in its sole discretion.

### PART III

Grant of License over, across and upon Recreation Area, Lakes, and Parking area; Facilities and Services to be furnished by EFLPOA; Exclusive Right to Manage; Charges to Owners; Lien and Enforcement; Limitations.

1. Grant of License.

All owners of platted lots in the Community are hereby granted the right, privilege and license to enter upon that certain real property shown and designated as "Lake" and "Tract A" and "Tract B" upon the Plat of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS, recorded in Plat Book 72, at Page 14, of the Public Records of Broward County, Florida, for the benefit of said platted lots and as an interest passing to and with the ownership of each platted lot in the Community, for the duration and upon the terms, conditions, and uses as hereinafter set forth.

2. Undertakings and Covenants of EFLPOA with reference to Recreation and Parking Areas and Facilities.

The license herein granted includes the right and privilege to use the areas hereinabove mentioned and the facilities located thereon subject to the provisions of this Declaration, and Rules and Regulations promulgated by EFLPOA.

EFLPOA covenants to maintain, operate and manage the recreation and service facilities located upon the aforesaid Tract "A" of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS (hereinafter referred to as "RECREATION AND SERVICE AREA"), for the use and benefit of the platted lot owners in the Community, and to provide and maintain thereon a swimming pool, picnic area, shuffleboard court, recreation building or buildings containing locker and shower rooms, gymnasium, sauna and steam baths, game room, meeting and social room, arts and crafts room, kitchen, bowling alley, billiard and ping-pong tables, and coin-operated laundry. EFLPOA further covenants to employ a social director and such other personnel as may be necessary to the proper and efficient operation and maintenance of the Recreation and Service Area. EFLPOA further covenants to maintain the aforesaid Tract "B" as a paved vehicular parking area for the purpose of providing temporary parking facilities in connection with the use and operation of the Recreation and Service Area. The said parking area may also be used for parking of boat trailers belonging to platted lot owners, subject to such regulations relating thereto as may be promulgated by EFLPOA. Although the improvements on the Recreation and Service area above described may not be completed as of the time of this Declaration, the recreation and service fee in the amount specified hereinafter shall be due and payable in full, as hereinafter set forth. EFLPOA covenants and agrees that the swimming pool and pool deck shall be available for use by the owners

of platted lots in the Community, and the improvements on the Recreation and Service Area on Tract "A" above described and the parking on Tract "B" above described, shall be available, as well. The improvements referred to in the previous sentence mean those areas which are recreational in nature. The term "Recreation and Service Area" as used in this paragraph and hereinafter in this Declaration shall mean the real property described in Section 1 of Part III of this Declaration.

In connection with the operation, maintenance and management of the Recreation and Service Area, EFLPOA covenants that (1) it will cause the swimming pool, buildings and equipment located thereon and the aforesaid vehicular parking site to be kept in good repair, (2) it will pay all real property taxes assessed against the real estate designated as "TRACT A", "TRACT B", and "LAKE", upon the aforesaid Plat of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS, (3) it will pay all personal property taxes which may be assessed to it upon the personal property located upon the said Recreation and Service Area, (4) it will keep all improvements located upon the Recreation and Service Area insured against casualty, (5) it will provide comprehensive liability coverage for itself and/or its duly authorized agents or contractors for liability arising out of the use and operation of any of the areas covered by the license granted hereinabove, (6) it will maintain such employer's liability insurance coverage as shall be necessary to comply with the Florida Workmen's Compensation Law, (7) it will pay for all utilities furnished to the Recreation and Service Area and foresaid vehicular parking site, and (8) it will replace from time to time, as EFLPOA determines to be necessary in its sole discretion, the personal property and equipment used in connection with the Recreation and Service Area.

The Lake areas shall be maintained in a clean and healthful condition by EFLPOA. However, the banks of said lake(s) on platted lots abutting said lake(s) shall be maintained in a clean and first-class condition by the owners of said lots as provided in Section 3 in Part II of this Declaration.

3. Regulation of use of Recreation and Service Area, Lakes and Parking Site.

Notwithstanding the grant of license set forth hereinabove, the use of the Recreation and Service Area, including the Lakes and the vehicular parking site (Trace "B" of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS) shall always be subject to the Rules and Regulations applicable thereto as set forth in Part V herein, as well as such other uniform rules and regulations which may hereafter be promulgated by EFLPOA. Owners of platted lots abutting the Lakes shall not be deemed to own and hold riparian rights with respect thereto.

4. Managerial and other Services to be provided by EFLPOA.

a) Waste and Trash Removal.

EFLPOA covenants and undertakes to provide garbage, waste and trash removal services for platted lot owners at least twice weekly.

b) Maintenance of dedicated and/or common areas.

EFLPOA covenants and undertakes to employ its best efforts to cause the dedicated streets to be kept in a state of good repair, and to maintain the lawns and landscaping upon all common areas.

c) Management of Community.

EFLPOA covenants that it shall provide general management services in the operation and maintenance of the Community, including, without limitation, its duties and obligations set forth herein, the enforcement of all provisions contained in this Declaration, and its power to promulgate and enforce regulations respecting the use, operation and management of the Community.

5. Exclusive Right to Manage Community.

EFLPOA shall have the exclusive right to manage, and administer the operation of the Community, including the Recreation and Service Area, Lakes and aforesaid vehicular parking area, and to promulgate rules and regulations pertaining thereto.

Notwithstanding the foregoing, EFLPOA does hereby reserve the right to assign any of its rights, privileges and powers and to delegate any of its obligations hereunder to an assignee, which such assignee shall stand in the same place as EFLPOA insofar as EFLPOA'S rights, privileges, powers, responsibilities, duties and obligations exist hereunder.

6. Recreation and Service Fee; Collection; Lien and Enforcement; Limitations.

- a) Recreation and Service Fee. Upon the acquisition of title to a platted lot in the Community, each owner shall be held liable to EFLPOA for the payment of a monthly charge, hereinafter referred to as the "Recreation and Service Fee", the initial amount of which shall be the sum of \$30.00, plus any tax due thereon in the nature of a Sales Tax as provided hereinafter in Part IV, Section 3(e) of this Declaration, (plus the additional amounts indicated below) and said sum may be increased following the year 1971 as hereinafter provided. The Grantee of each and every platted lot in the Community, his heirs, personal representatives, successors and assigns, by the acquisition of title to such lot, does hereby covenant and agree to be bound unto EFLPOA for the payment of the Recreation and Service Fee and does hereby consent to and confirm and ratify the lien imposed and reserved by EFLPOA against such platted lots for the purpose of enforcing and securing payment of said Recreation and Service Fee as hereinafter provided. The term "platted lot" as used herein and throughout this Declaration shall not include a platted area designated as a Tract unless EFLPOA specifically provides otherwise. The term "platted lot" as used in Part III of this Declaration shall mean a platted lot, together with improvements thereon, and any mobile and/or modular home thereon, together with any additions, substitutions and accessions thereto and replacements thereof that may be located thereon.

The basic Recreation and Service Fee of \$30.00 per month is the amount predicated upon and initially payable for occupancy of a platted lot by one, two or three permanent residents thereto or a fourth person occupying a platted lot, whether or not such occupancy is temporary or permanent, shall increase the basic Recreation and Service Fee by the sum of \$5.00 for each month or part thereof of such person's occupancy. As provided hereinabove, not more than four (4) persons shall be permitted to reside in a mobile and/or modular home without the written consent of EFLPOA. The aforesaid basic Recreation and Service Fee for any number of persons in excess of four, approved by EFLPOA for occupancy of a platted lot, shall be increased by such additional amount, and upon such terms and conditions as EFLPOA, in its sole discretion, shall determine and provide. The aforesaid charges for occupancy by each person over four upon a platted lot shall exist and be in effect without regard as to whether such additional person resides temporarily or permanently upon such platted lot and shall be on a monthly basis or any part thereof.

The use of the recreation facilities by guests or visitors of a platted lot owner ("guests" or "visitors" meaning persons not residing in the Community), shall be subject to such limitations as to number, and such charges and rules and regulations as EFLPOA may determine and provide in its sole discretion. All persons residing temporarily or permanently upon a platted lot, and all guests or visitors of a platted lot owner, shall register with EFLPOA at the place and in the manner as EFLPOA may provide, and said person(s) are subject to EFLPOA's written consent as provided herein and in Sections 3 and 4 of Part V of this Declaration. Any violation of the provisions of this last paragraph in this sub-section (a) of Section 6, Part III, and/or any violation of Section 3 or Section 4 of Part V, and/or any violation of the Rules and Regulations promulgated by EFLPOA in connection with the use of the Recreation and Service Area and Lakes and other recreation facilities, or violation of any of the provisions of this Declaration by a platted lot owner, members of his family, or his guests or invitees shall subject such platted lot owner to liability for payment of monetary penalty in such amount as EFLPOA may provide in its sole

discretion, and the payment of such penalty shall be secured by the lien provided and reserved hereinbelow in sub-section (c).

- b) Increase of Recreation and Service Fee. The year 1971 is hereby established as the “Base Year” for the determination of increases to the Recreation and Service Fee. For the purposes of this sub-section, the term “Operating and Service Costs” shall be defined as and mean the aggregated annual amount of the following:
- (1) Real property taxes assessed against Tracts “A” and “B” and those areas designated “Lake” of the aforesaid Plat of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS;
  - (2) Personal property taxes assessed against EFLPOA and/or its predecessor for its personal property located upon and used in connection with the Recreation and Service Area;
  - (3) Casualty, public liability and employer’s liability insurance premiums expended by EFLPOA and/or its predecessor in connection with the performance of its obligations as set forth in Sections 2 and 4 of this Part III hereinabove;
  - (4) All salaries and wages paid by EFLPOA and/or its predecessor to its working employees in connection with the operation, management and maintenance of the Community and in the furnishing of the services undertaken to be furnished by EFLPOA and/or its predecessor hereunder. “Salaries and wages paid to employees” as such term is used in this sub-section 6(b) shall also include and mean any specific contractual fee or charge which EFLPOA and/or its predecessor may pay to any person, firm, corporation or other independent contractor with which EFLPOA and/or its predecessor may enter into contract for the performance of the waste and trash removal services to be furnished to the Community, and/or landscaping services furnished to those areas in the Community which EFLPOA and/or its predecessor is required to maintain.
  - (5) All sums paid by EFLPOA and/or its predecessor for electric power furnished to provide lighting on the streets and public areas in the Community, (including the aforesaid vehicular parking area), and all sums expended by it for electric power and water sewer utility services furnished to the Recreation and Service Area.
  - (6) Assessments or liens against Tracts “A” and “B” and those areas designated “Lake” of the aforesaid plat of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS.
  - (7) Assessments or liens or a tax in the nature of a Sales Tax imposed upon the Recreation and Service Fee as provided in Section 6(a), Part III, and Section 3(e), Part IV, of this Declaration.
  - (8) Assessments or liens against platted lots in the Community, including the Recreation and Service area, assessed by a governmental authority for garbage, waste and trash removal services provided by such governmental authority. The amount of such assessment or lien against each platted lot in the Community shall constitute the monthly amount of increase of the Recreation and Service Fee as to same against each platted lot in the Community. Should the foregoing take place, EFLPOA and/or its predecessor, in its sole discretion, shall determine whether to cease to provide waste and trash removal services as provided in Section 4(a), Part III, or whether to continue such trash removal services. Should EFLPOA and/or its predecessor cease to provide such waste and trash removal services or continue same in addition to such waste and trash removal services being provided by the governmental authority or continue same in some limited manner in addition to the services provided by said governmental authority, EFLPOA and/or its predecessor shall determine in its sole discretion under the circumstances what amount, if any, it shall reduce the Recreation and Service Fee due monthly from each platted lot in the Community. If EFLPOA and/or its predecessor ceases to provide waste and trash removal services, it shall reduce the

Recreation and Service fee due monthly from each platted lot by such amount as it determines is fair and reasonable under the circumstances. However, such amount need not be equal to the amount of the assessment or lien against each platted lot by said governmental authority for waste and trash removal services. If EFLPOA and/or its predecessor determines that it will continue to provide waste and trash removal services, in addition to the governmental services provided in this regard, regardless of whether EFLPOA and/or its predecessor continues to provide the amount of such service as it provided prior to the commencement of the governmental services, or if same is limited, or a lesser amount of service is provided by EFLPOA and/or its predecessor, there may be no reduction in the Recreation and Service Fee due monthly from each platted lot, it being understood and agreed that EFLPOA and/or its predecessor shall make such decision, as provided herein, as to the services to provide for waste and trash removal, if any, and as to whether any reduction should be granted in the Recreation and Service Fee due from each platted lot in the Community.

All references to EFLPOA in this sub-section (b) shall also mean its predecessor and such other assignee and delegate of EFLPOA's rights and obligations.

Within ninety (90) days following the conclusion of the Base Year, EFLPOA and/or its predecessor shall cause an audit to be made of its accounting books and records to determine its operating and service costs for the Base Year. EFLPOA and/or its predecessor shall undertake a similar audit within ninety (90) days subsequent to the conclusion of each calendar year following the Base Year. The amount by which EFLPOA's and/or its predecessor's Operating and Service Costs for the year for which the audit is taken exceeds the Operating and Service costs established for the Base Year, shall increase the basic Recreation and Service Fee by the result of dividing the amount of such excess by the then number of platted lots in the Community conveyed by EFLPOA's predecessor, the quotient thus obtained to be added to and to become part of the Recreation and Service Fee due from each platted lot in the Community conveyed by EFLPOA's predecessor for the appropriate year, i.e., the year following for which the audit is taken, and said sum shall be payable during said year as determined by EFLPOA and/or its predecessor.

The Recreation and Service Fee may be more or less than a preceding year for any given year, but such Recreation and Service Fee shall never be less than the amounts required to be paid in accordance with the provisions of Section 6(a) in this Part III.

- c) Collection of Recreation and Service Fee; Lien and Enforcement. The Recreation and Service Fee, as determined in the manner specified hereinabove, shall be due and payable by each and every platted lot owner in advance on the first day of each and every month, or same shall be due and payable as to an increase in said Recreation and Service Fee as provided above as and when EFLPOA determines. Any payment of the said Recreation and Service Fee not made within ten (10) days from the date upon which it is due shall be deemed delinquent and shall bear a late charge of ten (10%) percent per day for each day the same shall remain delinquent. If such delinquent payment, together with all late charges, be not paid within thirty (30) days from the date the same became due, then at the option of EFLPOA, the ensuing Recreation and Service Fees for the twelve (12) month period immediately following the month in which such delinquency occurred shall become immediately due and payable together with the late charges computed from the date such delinquency occurred, and EFLPOA may proceed to collect the same in any manner provided by law including, without limitation, the foreclosure of the lien as hereinafter provided. In the event that any action is commenced by EFLPOA in a Court of competent jurisdiction against a platted lot owner for the collection of delinquent Recreation and Service Fees, EFLPOA shall also be entitled to collect and receive from such platted lot owner reasonable attorney's fees and costs incurred in connection with the prosecution of such action as well as any sums expended by EFLPOA to protect the security of the lien provided for hereinbelow.

The liability for the Recreation and Service Fee or any portion thereof may not be avoided by any platted lot owner for any reason whatsoever, including, without limitation, the refusal to use the recreation facilities or any of the services provided by EFLPOA, or by the abandonment of his platted lot.

EFLPOA does hereby reserve for itself, its successors and assigns, a lien against each and every platted lot in the Community together with all improvements thereon and any mobile and/or modular home, together with any additions, substitutions and accessions thereto and replacements thereof, that may be located thereon, such lien to secure the payment of the Recreation and Service Fee, late charges thereon, penalties, and reasonable attorney's fees and Court costs incurred in the prosecution of any action brought for the collection of delinquent Recreation and Service Fees as well as any sums expended by EFLPOA to protect the security of its lien. Where EFLPOA files an action to foreclose its lien, the platted lot owner shall be required to pay a reasonable rental for the platted lot and the Plaintiff, in such foreclosure proceedings, shall be entitled to the appointment of a Receiver to collect same from the platted lot owner and/or occupants.

At the time of the initial conveyance of title to a platted lot, EFLPOA's predecessor was permitted to require and obtain from its grantee a security agreement granting and confirming to EFLPOA and/or its predecessor the lien described hereinabove. Notwithstanding the execution of such security agreement or the recording thereof, each and every grantee of title to a platted lot in the Community, whether such grantee be the grantee wherein EFLPOA's predecessor, EFLPOA or its successors or assigns, was the Grantor, or whether such Grantee is a subsequent Grantee, said Grantee, by the acceptance of his deed, shall be deemed to have ratified, confirmed and consented to the lien above described, and the platted lot conveyed to such owner together with all improvements thereon, and any mobile and/or modular home, together with any additions, substitutions and accessions thereto and replacements thereof, attached to or located thereon, shall stand as security for the payment and collection of the Recreation and Service Fee to the same extent as though such owner had executed and delivered an instrument to EFLPOA's predecessor specifically granting and creating the lien and security interest provided herein. The failure of EFLPOA's predecessor to require and obtain from its Grantee, as to a platted lot in the Community, an executed security agreement as provided herein, or the failure of EFLPOA's predecessor to record said security agreement, shall not affect EFLPOA's lien reserved unto itself as provided herein.

The lien reserved herein may be enforced in like manner for the foreclosure of mortgages or alternately, at the option of EFLPOA, in the manner in which statutory liens are foreclosed or, at the option of EFLPOA, by any other remedy available to EFLPOA for the foreclosure of said lien, as provided by the laws of this State. The commencement of an action to foreclose its lien as provided herein shall not operate as a bar against EFLPOA bringing any other action as may be provided by law for the enforcement and collection of its debt; neither shall any other such action operate as a bar to a subsequent action to foreclose its lien. Failure upon the part of EFLPOA to insist upon timely payment of the Recreation and Service Fee shall not constitute a waiver of its right to insist upon timely payment at any other time. Should EFLPOA commence an action to foreclose its lien as provided herein, it shall be entitled to bid at any sale held pursuant to such action-suit to foreclose its lien, and to apply as a cash credit against its bid all sums due, as provided herein, which are covered by the lien enforced. The foreclosure or other action to enforce the lien herein provided by EFLPOA, or its successors and assigns, shall not be considered or construed as a termination or cancellation in whole or in part as to any of the terms and provisions of this Declaration, nor shall it operate as an extinguishment or termination of such lien as to any platted lot in the Community, and if an Institutional First Mortgagee, whose mortgage encumbers a platted lot (said Institutional First Mortgagee being defined hereinafter) shall foreclose its mortgage, the same shall not operate as an extinguishment of the terms and provisions of this Declaration in whole or in part, or as a termination of EFLPOA's lien as herein provided against said platted lot, and said lien shall be renewed without any act on the part of EFLPOA, or the Institutional First Mortgagee, or subsequent owner, but only for money which became due and

payable hereunder after the Purchaser at a foreclosure sale acquires title to the platted lot by virtue of a foreclosure by an Institutional First Mortgagee, or upon the date that such Institutional First Mortgagee obtains a Deed in lieu of foreclosure; subject, however, to the paramount provisions as to an abatement of the Recreation and Service Fee for such time where an Institutional First Mortgagee is the owner of a platted lot, as provided in Part III, Section 6.d)2) of this Declaration. The Purchaser of a platted lot at a foreclosure sale, other than the foreclosure of an Institutional First Mortgagee, shall be liable for all past due Recreation and Service Fees as to a platted lot, and all sums that may be due as to said platted lot which are secured by the lien hereinabove specified, as is more fully provided in Part III, Section 6.d)2) of this Declaration. In the event EFLPOA's lien, as hereinabove provided, should for any reason or cause whatsoever be determined to be invalid, extinguished or unenforceable, the platted lot owners in the Community agree that such fact shall not extinguish nor diminish in the slightest degree their obligations under this Declaration and they agree to pay the Recreation and Service Fee, and any sum that would be secured by the lien set forth hereinabove as to a platted lot, when due as provided in this Declaration. Nothing herein contained shall authorize EFLPOA, its successors or assigns, to collect the Recreation and Service Fee, or any sum secured by the lien above described, twice, as to any platted lot in the Community.

d) Subordination – Rights of Institutional Mortgagees.

- 1) The term “Institutional First Mortgagee”, as the same is used herein, shall mean a State or National Bank, Insurance Company, State or Federal Savings and Loan Association, Pension Fund authorized to do business in the United States of America, or an agency of the United States government, or other institutions of like character, including mortgage investments trusts and entities generally recognized as institutional lenders owning and holding a first mortgage upon a platted lot in the Community with improvements thereon. The mortgage may be placed through a mortgage or title company.
- 2) The lien to secure the payment of the Recreation and Service Fee shall and the same is hereby deemed to be at all times subject to and subordinate and inferior to the lien of any institutional first mortgage encumbering a platted lot, together with improvements thereon, including a mobile and/or modular home thereon, notwithstanding the amount of said mortgage, and without regard as to when such mortgage may be given. Where the mortgagee of an Institutional First Mortgagee of record or other purchaser of a platted Lot obtains title to the platted Lot as a result of foreclosure of the Institutional First Mortgagee, or when an Institutional First Mortgagee of record accepts a Deed to said platted Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the Recreation and Service Fee that became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Any person who acquires title to a platted Lot except through an Institutional First Mortgagee, as specifically provided in the preceding sentence, including without limitation, persons acquiring title by operation of law, including the purchasers at judicial sales, shall not be entitled to the use of the platted Lot nor to the use of the “Recreation and Service Area” until such time as all unpaid and past due Recreation and Service Fees as to said platted Lot, including such sum as may be due EFLPOA by virtue of this Declaration, have been paid to EFLPOA, and the Recreation and Service Fee due and owing shall continue to be a lien against the platted Lot and enforceable as provided herein. In the event title to a platted lot shall be acquired by an institutional first mortgagee by foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, such institutional first mortgagee shall not be liable for the Recreation and Service Fees due as to such platted lot while said Institutional First Mortgagee is the owner thereof; however, if a platted lot so acquired by an institutional first mortgagee shall be leased, then such mortgagee shall be liable for and shall pay the Recreation and Service Fee which becomes due and payable for so long as it shall lease such platted lot. Upon the conveyance of title by an institutional first mortgagee, the Recreation and Service Fee shall become due and payable by Grantee, his heirs, successors and assigns, as to said platted Lot from said date of conveyance as

same is provided for in this Declaration, i.e., the Recreation and Service Fee which accrues and becomes due after said date of conveyance. The term "platted lot" as used in Part III, Section 6.d)1) through 4), inclusive, of this Declaration shall mean and include the platted lot, together with improvements thereon and the mobile and/or modular home thereon, together with any additions, substitutions and accessions thereto, and replacements thereof, that may be located thereon.

- 3) EFLPOA shall have the right (but not the obligation) to cure any default in the payment of monies due under the terms and provisions of any institutional first mortgage encumbering a platted lot in the Community.
- 4) The provisions in this sub-paragraph (d) relating to the abatement of the Recreation and Service Fee and the suspension of the enforcement of the lien therefor with respect to institutional first mortgagees are not to be construed as relieving such mortgagees when in title to a platted lot from compliance with all other restrictions, regulations and other provisions hereof, except where otherwise herein specifically provided.

#### PART IV

Easements; Restrictions upon Sale and Transfer and Leasing; Right of First Refusal; Miscellaneous

##### 1. Easements:

Easements for installation and maintenance of drainage facilities and utilities are hereby reserved to EFLPOA over and upon those areas indicated and shown upon the Plat of RAVENSWOOD ESTATES AND MARINAS, SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS and THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS recorded respectively in Plat Book 67, at Page 15, and Plat Book 72 at Page 14, and Plat Book 72, at Page 20, of the Public Records of Broward County, Florida; and similar easements are hereby reserved over and upon those areas shown on any other Plats covering other lands in the Community that may be subsequently filed for record. EFLPOA reserves the right to assign such easements or the use thereof to any person, firm, corporation or governmental unit furnishing utility services. EFLPOA further reserves the right to designate and establish easements for the installation and maintenance of public utilities and drainage facilities over and across or under any other portion of a platted lot in the Community where the establishment of such easement is necessary for the installation of utilities or drainage facilities, provided, however, that such subsequently established easements shall not unreasonably interfere with the use, possession and enjoyment of the platted lot affected.

##### 2. Sale, Transfer of Ownership and Leasing; Restrictions; Right of First Refusal.

- a) Mobile and/or Modular Homes: In the event a platted lot owner in the Community shall desire to sell his mobile and/or modular home, or trade the same as partial payment upon the purchase price of another mobile and/or modular home, such platted lot owner shall notify EFLPOA in writing of his intention to sell or trade in his mobile and/or modular home, such notice to state the prospective purchaser, if any, and the sales price or trade-in allowance to be paid to, or expected to be received by, the platted lot owner. EFLPOA shall have the right to purchase such mobile and/or modular home upon the same price or amount of trade-in allowance stated in the platted lot owner's notice. If EFLPOA elects to exercise the right to purchase as herein reserved, it shall notify the platted lot owner in writing of its election of its right to purchase, such notice to be delivered or mailed to the platted lot owner at his address in the Community within five (5) days after the receipt by EFLPOA of notice of the platted lot owner's intention to sell. In the event that EFLPOA elects to purchase, the transaction will be closed within ten (10) days following the receipt by the platted lot owner of EFLPOA's notice. The total purchase price in the event EFLPOA should exercise its right to purchase, shall be paid in cash at time of closing, less the amount of any liens existing against the mobile and/or modular home at time

of closing. In the event EFLPOA shall not elect to exercise its right herein reserved to purchase such mobile and/or modular home, the platted lot owner shall be free to conclude his transaction with a third party; provided, however, that the total sales price or amount of trade-in allowance shall not be less than indicated in the platted lot owner's notice to EFLPOA, and, in the event such transaction shall be concluded for a lesser amount than indicated in said notice, the platted lot owner shall be liable and shall pay over to EFLPOA the difference between the amount stated in his notice to EFLPOA and the actual sales price or trade-in allowance of such mobile and/or modular home. Where the purchaser from a platted lot owner is a party to or has knowledge of the fact prior to closing with the platted lot owner that the total sales price or amount of trade-in allowance was less than was indicated in the notice to EFLPOA, said purchaser shall be liable jointly and severally with the platted lot owner and said Purchaser shall pay over to EFLPOA the difference between the amount stated in the notice to EFLPOA and the actual sales price. The sum aforesaid shall be a lien against said purchaser's platted lot, where said purchaser buys or owns a platted lot in the Community, and shall be a lien against said seller's (platted lot owner's ) lot in the Community where said seller continues to own a platted lot in the Community, together with all improvements thereon, and any mobile and/or modular home together with any additions, substitutions and accessions thereto, and replacements thereof, that may be located thereon, and such lien shall include reasonable attorney's fees and court costs incurred in the prosecution of an action brought for the collection of said sum, as well as any sums expended by EFLPOA to protect the security of its lien. The sum due as foresaid which is a lien, shall be due and payable as of the filing of a claim of lien executed by EFLPOA, or the filing of a court action therefor, and it shall bear interest at the highest permissible rate in the State of Florida from said date to the date of payment. The lien aforesaid may be enforced in like manner for the foreclosure of mortgages as provided by the laws of this State, or by an action in the appropriate court for the enforcement and collection of said sum, i.e., debt, which includes the sums aforesaid, i.e., attorney's fees, court costs, interest and sums expended to protect the security, if any. EFLPOA shall have the right to require such evidence and proof of a proposed sale or trade-in as it determines in its sole discretion, and upon EFLPOA notifying the platted lot owner in writing as to what additional evidence and proof is required, the time within which EFLPOA has the right to exercise its rights as herein reserved shall not commence to run until the date upon which the platted lot owner delivers such evidence and proof to EFLPOA.

- b) As to Part IV, Section 2, of this Declaration, the term "Home Site" or "Platted Lot" shall refer to and mean a platted lot in the Community together with and including the mobile and/or modular home and other improvements situated thereon; and the term "Home Site Owner" or "Platted Lot Owner" shall refer to and mean the owner of such platted lot and mobile and/or modular home and other improvements, unless the context shall otherwise provide.

Should a Home Site Owner desire to sell or lease his Home Site, EFLPOA shall have and is hereby given and granted the right of first refusal to purchase or lease such Home Site, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such Owner may have received for the sale or lease of his Home Site. However, the transfer or lease of any home site by one co-tenant to another, or by a co-tenant or tenants to any member of his immediate family (viz, spouse, children, or parents) provided said child or children, where applicable as to said platted lot, complies with the provisions of Part I, Section 10, of this Declaration shall be excepted from the provisions of Part IV, Section 2.b) of this Declaration. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and in the case of an offer to purchase, accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price. Whenever a Home Site Owner has received a bona fide offer to purchase or lease his Home Site, such Owner shall notify EFLPOA in writing of his desire to accept such offer, stating the name, address business, occupation or employment of the offeror, and the name and the same information as foresaid of all parties who intend to reside in said Home Site, including their age, an executed copy of the bona fide offer for such purchase or lease

to accompany the notice. A corporation may be the owner or Lessee of a Home Site; however, where a Home Site owner has received a bona fide offer to purchase or lease his Home Site, the notice of same to EFLPOA shall specify in addition to the information hereinbefore stated, the name, address, business and age of the parties who intend to reside upon the Home Site. EFLPOA's right of first refusal includes the right to designate another person or entity to take title to the Home Site or to lease the same in the event EFLPOA exercises its right of first refusal. If EFLPOA elects to exercise its option to purchase or lease (or cause the same to be purchased or leased by its designee), it shall notify the Home Site Owner desiring to sell or lease of the exercise of its option, such notice to be in writing and posted by certified mail to such Home Site Owner within fourteen (14) days from EFLPOA's receipt of such Owner's notice. Said notice by EFLPOA to the Home Site Owner, in order to be effective, must be accompanied by a binding written offer on the part of EFLPOA, containing the same terms and conditions as the original offer to the Home Site Owner. The Home Site shall then be purchased or leased by EFLPOA, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any Home Site Owner has notified EFLPOA of his desire to sell or lease as hereinabove provided, such Owner shall be free to consummate such sale or lease of his Home Site unless EFLPOA, within fourteen (14) days from its receipt of the Owner's required notice, has notified such Owner of its exercise of its right of first refusal; provided, however, such Owner shall not sell or lease the Home Site to any other than the party designated to EFLPOA in the Owner's original notice required hereunder, nor for any lower purchase price or rental, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to EFLPOA, without again giving EFLPOA the right of first refusal upon such new terms. Any sale or leasing of a Home Site must also comply with the provisions of Part I, Section 10, of this Declaration as to age limitations re: said Home Site as to any intended resident thereon.

Notwithstanding the provisions of this sub-paragraph, EFLPOA may affirmatively approve and give its written consent to such proposed sale or lease.

- c) Any purported sale or lease of a Home Site where the Owner has failed to comply with the foregoing provisions of this Section 2, Part IV, shall be voidable at the election of EFLPOA, provided, however, that such voidability shall exist for a period of no longer than 180 days from the consummation of such sale or lease transaction, such consummation to be evidenced by occupancy of the Home Site or by the recordation of a deed of conveyance thereto; and provided, further, that EFLPOA commence an action within such 180 day period to have the same declared void.
- d) Any purchaser of a Home Site whose prospective seller has been in title for at least 180 days preceding such purchase, shall not be required to make inquiry into whether or not such Seller's grantor complied with the provisions of this Section 2 in selling such Home Site to such seller. After 180 days following the consummation of any transaction involving the sale of a Home Site (such consummation to be evidenced as provided hereinabove in sub-section c), no action may be brought by EFLPOA to void such transaction by reason of non-compliance with this Section 2.
- e) Any lease approved by EFLPOA shall provide that it may not be extended or assigned without EFLPOA's written approval, and the lessee may not sublet without such approval. Any lessee occupying a Home Site under an approved lease shall be fully subject to the terms of this instrument and all rules and regulations promulgated by EFLPOA, and such lease shall be subject to cancellation if the lessee thereunder shall fail to comply with the provisions hereof and the rules and regulations contained herein or which may hereafter be established by EFLPOA.
- f) The right of first refusal granted to EFLPOA shall not apply or be operative to the purchaser of a Home Site at any foreclosure or other judicial sale of same; however, such purchaser at such foreclosure or other judicial sale shall thereafter be subject to EFLPOA's right of first refusal relative to the sale or lease of a Home Site, as well as all other provisions hereof. Except for Institutional First Mortgagee(s), the owner and holder of a mortgage lien or encumbrance on a Home Site, prior to the institution of

an action to foreclose said mortgage or lien and prior to the institution of an action to enforce a lien or encumbrance, shall provide EFLPOA with written notice of said party's intention to commence suit to foreclose or such other action. Such notice shall state the name of the present owner of the Home Site, the legal description thereof, and the sum due said party. EFLPOA shall have the right to cure such default and reinstate said mortgage where same is a mortgage by making payment within ten (10) days from the receipt of said notice of all sums indicated in said notice to be due said party, and EFLPOA shall also have the right within ten (10) days from the receipt of said notice to purchase the note and mortgage from said mortgagee for and in consideration of the payment by EFLPOA to said mortgagee of the unpaid balance due thereon, and simultaneous with said payment, the Mortgagee shall sell and assign said Note and Mortgage, and deliver same to EFLPOA together with such other documents as ESCOM may require. Where said lien or encumbrance is not a mortgage, EFLPOA shall have the right within ten (10) days from the receipt of said notice to pay the sum due thereon, and in consideration of the payment of said sum to said party, such party shall simultaneously sell, assign and transfer said lien or encumbrance to EFLPOA in such manner as EFLPOA shall require, and deliver to EFLPOA such documents as it may require.

- g) The foregoing sub-sections b) through f) shall apply with the same effect and to the same extent to sales and leases of platted lots in the Community.
- h) Any institutional first mortgagee making a mortgage loan on a Home Site in the Community, whether same is on the platted lot and mobile and/or modular home, and other improvements situated thereon, or only on the mobile and/or modular home, shall not be required to make inquiry as to whether or not the provisions of this Section 2 have been complied with, and any failure applicable thereto shall not operate to affect the validity or priority of such mortgage taken by such institutional mortgagee.
- i) Notwithstanding EFLPOA's right of first refusal in connection with a proposed sale or lease of a Home Site or a platted lot, an owner of a platted lot or Home Site owner shall not lease or rent same without the prior written approval of EFLPOA, which approval shall not be unreasonably withheld, except where said platted lot owner leases same to such party(s) as is excepted from EFLPOA's right of first refusal as provided in Sub-Section b) above.
- j) In the event that an owner of a platted lot shall allow the same to be vacant by removing his mobile and/or modular home therefrom, and does not cause another mobile and/or modular home to be placed upon the lot within 60 days from the time the same became vacant, EFLPOA shall have the right to lease such vacant platted lot to third persons upon a quarter-annual basis, for such rental and upon such other terms as EFLPOA may determine in its sole discretion, and EFLPOA shall be entitled to retain one-half of the rentals therefrom. EFLPOA shall also have the right to place a mobile and/or modular home upon such vacant platted lot and to lease same to others together with the mobile and/or modular home upon the same terms as indicated in the preceding sentence, in which event EFLPOA shall be entitled to retain 75% of the rentals therefrom.
- k) All of the terms and provisions of this Section 2 of Part IV set forth hereinabove relative to EFLPOA's right of first refusal and restriction upon sale, transfer or leasing of Home Sites, platted lots and Mobile and/or Modular homes, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to a Home Site, platted lot, or mobile and/or modular home, by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, lease or otherwise dispose of such property as it may deem in its best interests, without first offering the same to EFLPOA and without any restriction whatsoever. The exceptions to the right of first refusal and other restrictions as set forth in this Section 2 of this Part IV shall be fully applicable to EFLPOA, which likewise shall have the unrestricted right to sell or lease Home Sites or platted lots which it owns in the Community. EFLPOA shall

have the right to waive the right of first refusal and other restrictions set forth in Section 2 of this Part IV as to home sites, platted lots or portions thereof, and Tracts and portions thereof and improvements thereon, and mobile and/or modular homes in the Community as it determines in its sole discretion. Said waiver shall be executed by EFLPOA with the formality of a deed and recorded in the Public Records of Broward County, Florida.

- 1) Owners of platted lots in the Community may notify EFLPOA in writing when another platted lot owner is creating a nuisance or is otherwise violating the provisions of this Declaration and said notice shall state the facts which constitute a nuisance and/or the facts which constitute violations of the provisions of this Declaration; and said notice shall further state that by reason of such nuisance or violation(s), the platted lot owner or occupant thereof committing same is undesirable as a member of the Community and that it is the desire of the platted lot owner(s) signing such notice that such platted lot owner be removed from the Community. Provided the aforesaid notice or notices are executed by twenty-five owners of platted lots in the Community, and provided said notices identifying the same violating platted lot owner are received by EFLPOA within a thirty-day period, EFLPOA may serve written notice upon such platted lot owner informing him that pursuant to the provisions of this sub-paragraph, it has been requested that such owner move from the Community and that such owner is required to convey title to his lot and all improvements thereon, including his mobile and/or modular home, to EFLPOA for a cash price stated in said notice. In such event, the platted lot owner receiving such notice shall be obligated to convey title to his lot and improvements and mobile and/or modular home thereon, within 30 days following the receipt from EFLPOA of such notice. In the event that such platted lot owner shall disagree with the valuation placed upon his property as indicated in EFLPOA's notice, he shall notify EFLPOA of such fact within 10 days of the receipt of EFLPOA's notice, that the price stated in its notice is not the fair market value of his property. Within ten (10) days following the receipt of the platted lot owner's notice, EFLPOA and the platted lot owner shall each appoint an appraiser which two appraisers shall choose a third and such three appraisers shall, within 10 days of their appointment, determine the fair market value of the platted lot owner's lot and improvements and mobile and/or modular home thereon and submit a written report thereof to EFLPOA and the platted lot owner. In the event the platted lot owner shall fail to appoint an appraiser, then the appraiser appointed by EFLPOA may designate the other two appraisers. Within 15 days following the giving of the appraisal indicating the fair market value of the aforesaid property the platted lot owner shall convey title hereto to EFLPOA for an all cash figure equal to the valuation shown upon said report. In any transaction occurring pursuant to this paragraph the amount of any security interests in said property will be credited against the purchase price and there shall be such pro-rations and the parties will bear such expenses of sale as are usual and customary for the sale of real property in the Broward County area. The appraisal fees, if any, shall be borne equally by the parties. Should a platted lot owner fail or refuse to convey title to the aforesaid property as herein provided, EFLPOA's rights hereunder shall be specially enforceable to the same extent as though the platted lot owner required to sell hereunder had entered into a written contract with EFLPOA with regard to his platted lot and improvements and mobile and/or modular home thereon, and in the event EFLPOA shall commence an action to specifically enforce its rights hereunder, it shall be entitled to reasonable damages, attorney's fees and costs incurred in connection therewith. Where the party creating a nuisance or violation of this Declaration is the Lessee or occupant of a Home Site in the Community and the requirements herein have been met, EFLPOA shall notify the platted lot owner of same and said platted lot owner shall be required within thirty (30) days following receipt from EFLPOA of such notice to remove or file an action in the proper Court to remove and, where applicable, cancel the Lease of the Occupant and said platted lot owner shall be required to keep EFLPOA advised of the progress of said action and do all things necessary to expedite the finalization thereof. The platted lot owner shall bear all the expenses incident to the foregoing and in the event said platted lot owner does not remove said Lessee or occupant within thirty (30) days of receipt of notice by him from EFLPOA or file an action in the proper Court to remove said occupant or, where applicable, cancel the lease of said party, EFLPOA may, in its

sole discretion, on behalf of said lot owner remove said occupant or file an action in the proper Court to remove said occupant and, where applicable, cancel said lease and the damages and costs incurred by EFLPOA in this regard, including court costs and a reasonable attorney's fee, shall be due and payable upon demand by EFLPOA from the platted lot owner and said sum shall be a lien upon said platted lot and said lien may be enforced in the same manner as the lien for the Recreation and Service Fee.

3. Miscellaneous.

- a) All owners of platted lots in the Community shall have equal rights and responsibilities in connection with the use of the Recreation and Service Area and aforesaid vehicular parking area, subject to the rules and regulations pertaining thereto as set forth in Part V hereof and such other rules and regulations as may from time to time be promulgated by EFLPOA. There shall be no charge made by EFLPOA to platted lot owners and members of their households for the use of the facilities situated upon the Recreation and Service Area except that EFLPOA does reserve the right to maintain thereon coin-operated washing and drying equipment, coin-operated vending machines and coin-operated pinball and game machines. EFLPOA further reserves the right to establish and fix fees and charges for the use of the gymnasium facilities, sauna and steam baths, and bowling lanes located upon said Recreation and Service Area. With regard to said Recreation and Service Area, EFLPOA shall always have the right to license the use or lease such portions thereof (as it shall determine in its sole discretion) to licensees or lessees for the purpose of operating a grocery store, delicatessen, restaurant, coffee shop, barber shop, beauty shop, sundry store or other business establishment for the convenience of the Community. EFLPOA shall have the right to retain, in addition to the Recreation and Service Fee paid to it by platted lot owners, all revenues it receives from business establishments within the Recreation and Service Area and Community, including revenues received by it from coin-operated vending and laundry machines and from CATV type installation facilities and franchises or other similar or allied type systems, including initial installation charge for same and any monthly charge therefor, and from the operation of any other service or facility for which EFLPOA has the right to charge a fee, it being understood and agreed that all revenues received by EFLPOA as aforescribed shall always be and remain the property of EFLPOA.
- b) The right is hereby reserved in favor of EFLPOA to maintain flood lights and flood light towers upon the golf course area which is described and designated in Schedule A attached hereto. The right to the maintenance of said light and light towers includes the right to keep the said golf course area lighted and to permit the same to be played upon during evening hours. It is understood and agreed that the payment by platted lot owners of the Recreation and Service Fee does not entitle said platted lot owner, or any other party, to the use of the golf course. The golf course shall be used as EFLPOA determines and for and in consideration of the payment of such charge as EFLPOA shall determine.
- c) Notwithstanding provisions contained elsewhere in this instrument restricting all platted lots in the Community to mobile and/or modular home sites for single family residential use only, EFLPOA does hereby reserve the right to use all or part of lots 20 through 30, inclusive, and 31 through 45, inclusive, in Block 25 of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS, according to the Plat thereof, recorded in Plat Book 72, at Page 14, of the Public Records of Broward County, Florida, and all or part of Tract A of the THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS according to the Plat thereof recorded in Plat Book 72, at Page 20, of the Public Records of Broward County, Florida, for multifamily and/or apartment house and/or hotel and/or motel use, and, in this regard EFLPOA reserves the right to construct, erect, maintain and operate upon the above designated property multi-family and/or apartment(s) and/or hotel(s) and/or motel(s) type structures, which structures may be used, without limitation, for the purpose of providing accommodations for guests and visitors of platted lot owners in the Community and for others. EFLPOA specifically reserves the right to own, operate and manage motel(s) and/or hotel(s) and/or apartment buildings upon said lots and may make such accommodations and facilities available to the general public.

EFLPOA also reserves the right to construct, erect, maintain and operate upon all or a portion of Tract A of THIRD ADDITION TO RAVENSWOOD ESTATES AND MARINAS as aforescribed commercial business type structures. EFLPOA may lease and/or sell all or portions of such commercial business type structures as may be constructed upon said Tract A, including the sale of all or a portion of said Tract A. The portions of the property specified in this paragraph c) which are not used for mobile and/or modular home sites shall pay, if at all, such Recreation and Service Fee as EFLPOA shall determine in its sole discretion to be fair and equitable and this shall include the sharing, if any, of all increases in the Recreation and Service Fee. EFLPOA shall have the right in its sole discretion to waive or cancel any or all of the terms and provisions of this Declaration of Covenants as to any property in the Community. However, this right shall not extend to platted lots in the Community which are used for single family residential use. Where EFLPOA waives or cancels any or all of the terms and provisions of this Declaration of Covenants as to any property in the Community, as aforesaid, it shall execute and place of record an appropriate amendment to this Declaration setting forth the property in the Community and the provisions in this Declaration that are waived as to same, and said amendment shall be duly placed of record, it being understood and agreed that said amendment shall only require the signature of EFLPOA. Any platted lot used for single family residential use must be improved by a mobile and/or modular home as hereinbefore provided in this Declaration of Covenants. EFLPOA may lease and/or sell a multi-family and/or apartment house and/or hotel and/or motel and the real property surrounding same to such party as it determines in its sole discretion.

- d) EFLPOA may cause additional recreation and service facilities to be constructed for the Community upon portions of the land described in Schedule A attached hereto and upon lands outside of the Community but adjacent to said Community. Where portions of the land described in Schedule A hereto and upon lands outside of the Community but adjacent to said Community. Where portions of the land described in Schedule A attached hereto are determined by EFLPOA to be additional recreation and service facility areas, the restrictions contained in Part I and Part II of this Declaration of Covenants shall not be applicable to said areas. As to any additional recreation and service facility areas, the real estate, personal property taxes and other costs and expenses of operation of such additional recreation and service facilities shall be deemed to be and shall be included within the term "Operating and Service Costs" as the same is defined in Part III, Section 6(b) hereinabove, for the purpose of determining increases to the Recreation and Service Fee; provided, however, such other costs and expenses of operation shall be embraced within the general categories and definitions set forth in said Section 6(b). EFLPOA reserves the right to subject additional lands to the provisions of this Declaration by an appropriate instrument relating thereto. The License granted in Part III above and in this paragraph is a non-exclusive one and EFLPOA reserves the right to grant a similar license to other persons who may purchase or lease or license the use of lots and property from EFLPOA in areas outside the Community, and the granting of such a similar license shall not require the consent of any platted lot owner in the Community nor shall it operate to reduce or abate the basic Recreation and Service Fee hereunder as provided herein in Section 6.a), Part III, or affect any of the provisions hereof except that increases in the Recreation and Service Fee as provided above in Section 6.b) of Part III shall be shared by the owners of lots and property in areas outside the Community to the same extent as though such persons were owners of platted lots in the Community. The occupancy of such additional lands may be restricted as to number, age and otherwise in such manner and under such conditions as may be determined by EFLPOA.
- e) In the event any tax in the nature of a sales tax shall be imposed upon the Recreation and Service Fee by the Federal or State government, or by any other governmental authority having jurisdiction and the right to impose same, such tax shall be borne by the owners of the platted lots in the Community, and the amount of the tax shall be paid simultaneously with said Recreation and Service Fee and shall be deemed a part thereof.

- f) EFLPOA shall have the right to construct and maintain boat docks in that portion of the Lake abutting the Recreation and Service Area and Lots 20 through 30, inclusive, and Lots 31 through 45, inclusive, of SECOND ADDITION TO RAVENSWOOD ESTATES AND MARINAS and it reserves the right to moor and maintain upon said Lake in the area aforescribed houseboat type craft and to lease the same to the public. EFLPOA further reserves the right to rent row-boats, canoes, peddle-boats, and other similar type boats and devices and small power craft upon said Lake in the area aforescribed to platted lot owners, their guest and to the public. EFLPOA shall also have the right to operate a restaurant and/or lounge upon a houseboat type vessel moored upon said Lake in the area aforescribed.
- g) EFLPOA reserves the right to provide, at the request of a platted lot owner, certain services, including, without limiting the generality of the foregoing, lawn maintenance and spraying, landscaping, and general maintenance of mobile and/or modular homes, such services to be provided for such amounts as EFLPOA and such platted lot owner may agree. In the event EFLPOA shall provide any service to a platted lot owner at such platted lot owner's request, the lien provided in Section 6, Part III, hereinabove shall also secure the payment of any delinquent charges for such services.
- h) EFLPOA reserves the right to increase the basic Recreation and Service Fee provided for in Section 6.a), Part III hereinabove, as to any platted lots in the Community which it may own, provided however, the right hereby reserved will terminate as to any such lot at such time as EFLPOA may enter into an agreement to sell same; and , provided further, that prior to entering into an agreement to sell any of the lots to be affected by such increase in said basic Recreation and Service Fee, EFLPOA shall execute and place of record an appropriate amendment to this Declaration setting forth the amount of the new increased basic Recreation and Service Fee and identifying those lots to which the same shall be applicable. The aforesaid amendment shall only require the signature of EFLPOA.
- i) Any platted lot owner shall have the right to receive from EFLPOA a written statement showing the amount of any delinquent payments of the Recreation and Service Fee, if any, and other charges, if any, due with respect to his lot; provided, however, EFLPOA shall be entitled to payment in advance of a charge determined solely by EFLPOA for the furnishing of such statement. The charge therefor shall not exceed one-half of the monthly Recreation and Service Fee applicable to such lot. The platted lot owner's request shall be in writing and shall be accompanied by a check or fund equal to the charge therefor. EFLPOA shall reply to said request within fifteen (15) days of the date said request is delivered to it, and the platted lot owner and any other party shall have the right to rely upon said statement.
- j) The License granted in Part III hereof and each and every of the covenants, restrictions, conditions, limitations, easement, uses, reservations, charges and rules and regulations set forth in this entire instrument shall remain and continue in full force and effect (except as to such rules and regulations contained in Part V hereof as may be modified or superseded or except as may be modified by EFLPOA as herein elsewhere provided) for a period of ninety-nine (99) years from the date hereof and for successive twenty year periods thereafter unless the owners of seventy-five (75%) per cent of the platted lots in the Community elect by written instrument, duly recorded prior to the expiration of the initial term hereof, or prior to the expiration of a succeeding twenty year period, as the case may be, to terminate or amend, modify or alter the covenants and other provisions contained in this Declaration; provided, however, that such termination, amendment, modification or alteration shall not be effective without the joinder in such instrument of EFLPOA or its successors or assigns.
- k) The restrictions, covenants and other provisions contained in this instrument, including the rules and regulations set forth in Part V, shall run with the land and shall inure to the benefit of and shall bind, as the case may be, EFLPOA and all persons becoming owners of platted lots in the Community. In the event of a violation or breach of any of the covenants, restrictions, rules and regulations and

other provisions contained in this instrument, EFLPOA shall have the right to prevent violation or breach thereof, and/or compel compliance therewith, by an injunction or other lawful procedure and to recover damages resulting from such violation or breach. The failure on the part of EFLPOA to enforce any of said covenants, restrictions, rules and regulations and other provisions hereof shall not constitute a waiver of the right to enforce or seek enforcement of the same at any other time. In any action brought by EFLPOA against a platted lot owner for damages, or injunctive relief due to such platted lot owner's failure to abide by and comply with the provisions hereof and/or rules and regulations set forth in Part V or later promulgated by EFLPOA, EFLPOA shall be entitled to reasonable attorney's fees and costs incurred by it in connection with the prosecution of such action. In addition to the foregoing, EFLPOA shall have the right to enter upon a platted lot where a condition exists in violation of these covenants and other provisions contained in this instrument and to summarily abate, remove, correct or remedy same at the expense of the owner, such expenses incurred by EFLPOA in connection with the exercise of this right to be secured by the lien provided in Section 6, Part III above. The entry upon such platted lot for the purpose of removal, abatement or correction pursuant to this sub-section, shall not be deemed a trespass.

- (i) In addition to the remedies available elsewhere in these covenants and the By-Laws, EFLPOA may levy fines against an owner for the failure of the owner or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations of EFLPOA, as same may be amended from time to time. Any fine levied in accordance with this Section and the By-Laws of EFLPOA shall be secured by a lien against the lot, which lien may be foreclosed in the same manner as a mortgage on real property. Nothing herein shall be construed as a prohibition of or a limitation on the right of EFLPOA to pursue other means to enforce the provisions of the various homeowner documents or EFLPOA's Rules, and all rights and remedies of EFLPOA shall be cumulative.
- l) The captions herein have been inserted solely as a matter of convenience, and neither they nor the recitals preceding Part I hereinabove are intended or shall be construed to define, limit or describe the scope of this instrument or the intent of any provision hereof.
- m) The invalidity of any provision hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remaining provisions hereof. In any suit brought against EFLPOA, or its successors or assigns, to challenge the validity of this instrument or of any provision or rule or regulation set forth herein, or rule or regulation later promulgated by EFLPOA, and such suit shall be dismissed or otherwise result in a judgment favorable to EFLPOA, the party instituting such action shall be responsible to EFLPOA for attorney's fees and costs incurred by EFLPOA in the defense of such suit. If any of the provisions in this Declaration of Covenants shall be unlawful or void for violation of: (i) The rule against perpetuities or some analogous statutory provision; or, (ii) The rule restricting restraints on alienation; or, (iii) Any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Queen Elizabeth II of Great Britain and the sons and daughters of Robert F. Kennedy, former United States Senator from the State of New York.
- n) The use of the masculine gender in this instrument shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other wherever the context may require.
- o) For the purpose of this Declaration of Covenants and more particularly the lien provisions in favor of EFLPOA as hereinbefore provided, it is understood and agreed that the mobile and/or modular home on a platted lot shall be deemed affixed to and a part of the realty, i.e., the platted lot upon which said mobile and/or modular home is situated. It is further understood and agreed that the platted lot owners in the

Community of lots which are improved with a mobile and/or modular home shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Broward County or such other future legally authorized governmental officer or authority having jurisdiction over same and for the purpose of ad valorem taxation, the value of the platted lot and all improvements thereon, including the mobile and/or modular home, shall be valued in said return. Notwithstanding the foregoing, the lien in favor of EFLPOA, as provided in this Declaration of Covenants, shall be deemed to encumber the manufacturer's Certificate of Origin as to the mobile and/or modular home, and should a platted lot owner obtain a title to his mobile and/or modular home from the Motor Vehicle Department by way of a Motor Vehicle Certificate of Title, said lien shall be deemed to encumber said title and if EFLPOA forecloses its lien, the Purchaser at the foreclosure sale shall be entitled to make application to the Department of Motor Vehicles for a new Certificate of Title as to the mobile and/or modular home on said platted lot where a Certificate of Title by said Motor Vehicle Department has been issued. Any institutional mortgagee who encumbers a platted lot in the Community, together with improvements thereon and the mobile and/or modular home thereon, shall have the right, upon taking title to same at a foreclosure sale based upon the foreclosure of its mortgage, or where it obtains a deed to same from the platted lot owner in lieu of foreclosure, to also make application for a Motor Vehicle Certificate of Title as to the mobile and/or modular home where the Motor Vehicle Department has previously issued a title. The foregoing right shall also accrue to the purchaser at the foreclosure sale of an institutional mortgage and EFLPOA, an institutional mortgagee and the purchaser at the foreclosure sale as to EFLPOA's lien on an institutional mortgage, shall also have the right to obtain a Motor Vehicle Certificate of Title from the Motor Vehicle Department even though a title has never previously been issued by said Motor Vehicle Department and even though said party cannot produce the manufacturer's Certificate of Origin, and the provisions herein, together with the final decree of foreclosure and Clerk's Certificate of Title, or the Deed from the platted lot owner in lieu of foreclosure, shall be sufficient evidence to the Department of Motor Vehicle Commission for the issuance of a Motor Vehicle Certificate of Title to said party.

- p) EFLPOA shall have the right to require a platted lot owner in the Community to deposit such sums with it as it determines in its sole discretion as utility deposits for water and sewage, gas and electric. Said deposits shall be retained by EFLPOA in the name of the platted lot owner. However, said deposits may be co-mingled with other funds and they shall be non-interest bearing.
- q) This Declaration of Covenants contains Parts I through V, inclusive. References throughout this Declaration to Articles, Paragraphs or Sections mean the same. Paragraphs, Articles or Sections are under each Part of this Declaration. The term platted lot where used throughout this Declaration of Covenants shall also mean together with all improvements thereon, including the mobile and/or modular home thereon, together with any additions, substitutions, accessions thereto, and replacements thereof that may be located thereon unless the context otherwise requires.

## Part V

### Rules and Regulations

The following rules and regulations shall apply uniformly to all platted lots and the owners thereof and may not be changed, modified or altered except by EFLPOA or its duly designated assignee. The right is hereby reserved by EFLPOA to modify any of the rules and regulations hereinafter set forth and, from time to time, to promulgate additional rules and regulations governing or concerning the use, operation, maintenance, management and control of the entire Community. EFLPOA, or Association, where used herein, means Estates of Fort Lauderdale Property Owners Association, Inc.

#### 1. Obligations

The platted lot owner shall not permit anything to be done or kept upon his platted lot which will obstruct or interfere with the rights of other platted lot owners in the Community, or constitute an annoyance or permit any unreasonable noise nor shall any platted lot owner in the Community commit or permit any nuisance, immoral or illegal acts in or upon his property.

Abusive or loud language and other objectionable or disturbing behavior will not be tolerated.

#### 2. Responsibility

Each platted lot owner shall be held responsible for damage to the property of others, caused by him, his family, guests, invitees, employees or lessees. The platted lot owner shall also be responsible for the conduct of members of his family, guests, lessees or invitees in the Community and shall further be responsible to ensure that such persons comply with all applicable provisions of the foregoing declaration of covenants and restrictions and of these rules and regulations as well as such other rules and regulations as shall be promulgated.

#### 3. Registration of owners

Platted lot owners are required to register their names, addresses in the Community and telephone numbers with EFLPOA and shall also furnish EFLPOA with the name and residence of any party holding a mortgage or other security interest upon such platted lot owner's lot and improvements thereon and mobile and/or modular home.

#### 4. Obligation to register guests and visitors

Guests and visitors of platted lot owners, including all persons who reside in a mobile and/or modular home for a period of ~~twenty-four hours~~ 3 days or more other than the platted lot owner(s), shall register their names and residences with EFLPOA ~~prior to commencing any residence in a mobile and/or modular home for a period in excess of twenty-four hours, 3 days and prior to their commencing residence in said mobile and/or obtain modular home, they shall the written consent of EFLPOA, which consent shall not be unreasonably withheld.~~ Guests, visitors, and lessees of platted lot owners shall at the office upon arrival and get their I.D. card prior to using the recreation facilities in the Community and they shall obtain the consent of EFLPOA to use said recreation facilities after paying the appropriate fee. The foregoing shall also include all persons residing in a mobile or modular home for a period in excess of ~~twenty-four hours~~ 3 days who are not the registered platted lot owner(s).

Registration fees as well as fees for community identification cards are mandatory and subject to change at EFLPOA discretion.

#### 5. Leaving for a long period

All platted lot owners or lessees shall notify EFLPOA when leaving the Community for more than ~~three (3) days~~ a week, and if possible, shall state when they expect to return.

## 6. Right to control

EFLPOA shall have the right to control all soliciting, selling, peddling, delivering, and vehicular and pedestrian traffic within the Community.

## 7. Services

Electric power, gas and water and sewage shall be separately metered to each individual platted lot in the Community and each platted lot owner shall be responsible for payment of all charges for such utilities to the company furnishing same. ~~All platted lot owners shall observe and comply with all provisions of agreements now or hereafter entered into between EFLPOA and utility companies providing for the furnishing of utility services to platted lots in the Community. EFLPOA retains the exclusive right to enter into utility agreements for the purpose of providing utilities for electricity, gas, water and sewage to the Community. EFLPOA may install or enter into an agreement for the installation of a master television antenna system for the Community and each platted lot owner who desires to use said system shall pay such charge for same as EFLPOA shall determine. EFLPOA shall also have the right to provide or enter into an agreement to provide to platted lot owners CATV type systems, or other similar or allied type systems, and each platted lot owner who desires to use said system shall pay the charge therefor as determined by EFLPOA.~~ Internet service shall be contracted by owners from a company furnishing such service and all charges will be the responsibility of the platted lot owner.

## 8. Electrical work

Electrical work may only be done upon an individual platted lot in the Community by a licensed electrical contractor ~~and/or an electrician approved by EFLPOA~~ and EFLPOA shall also have the right of approval as to the work proposed to be done. ~~A platted lot owner shall be permitted to do his own electrical work on his platted lot where he can demonstrate to EFLPOA that he is qualified to perform such work and he must first obtain the consent of EFLPOA as to the work he intends to do, and EFLPOA's consent as to his doing same.~~ All additions or accessory structures or other improvements, all alterations or modifications thereof, or repairs thereto and all service and repair or work upon a platted lot shall only be performed by a contractor approved by EFLPOA and as otherwise required in the recorded Declaration of Covenants as to this Community. Where the foregoing is to be done by the platted lot owner, he must first obtain the written permission of EFLPOA in this regard.

## 9. A, Removal of a home

In the event a platted lot owner should desire to request the removal of his mobile and/or modular home and/or any improvements on his platted lot, he shall provide EFLPOA with at least ~~five(5)~~ ten (10) days notice prior to the date upon which he intends the same to be removed. Any such removals may only be performed by a licensed ~~duly authorized agent~~ contractor. Building permits from the city of Dania must be obtained prior to commencement of removal.

When replacing or installing a mobile home in the community, the mobile home to be installed must be less than ten(10) years old and meet all the current building codes. The platted lot owner must provide the association in writing said request, appropriate plans, diagrams and specifications for approval.

If the house is not new, the mobile home to be installed has to be inspected by and approved by EFLPOA before it can be moved into the Estates of Fort Lauderdale.

## 9, B, Procedure for prospective owners

All prospective owners herein referred to as owner(s) or resident(s) must make a written application and must be approved prior to moving in the Community. In the interest of public safety and Community harmony, all applicants seeking approval of occupancy will be subject to a criminal history record search income verification, credit history, rental references from former landlords, civil action record search, personal references, as well as a verification of the I.D. documents presented.

The association has both the right and the obligation to challenge applicants request for approval of occupancy within the Community who have a criminal record (excluding traffic related records) as well as any additional undesirable or negative information obtained through background review.

If an entity (corporation, LLCs, limited partnership, trust, etc) apply to purchase a lot in the community, this entity must list, before the title transfer, the names, age and address of the persons who are intended to reside in the home site for the first three years after the transfer of the title. All these persons must be proved shareholders of the entity.

A board committee shall screen, interview prospective buyers and request their signature(s) signifying that they have been informed and understand their obligations to uphold our Covenants, By-Laws and Rules and Regulations before being approved.

Current or previous owners are not exempt from the application process and are subject to the same fees, same application process and their current or previous residency history may be used as reference for any new application. The association has both the right and the obligation to refuse applicants that have an undesirable or negative occupancy record with the Association to include verified complaints or evidence of violation of the governing documents.

#### 9, C, Home rental

Only the home owners or a licenced real estate agent can rent any home in the community to another person after three years of occupancy and ownership. Homeowners are permitted to rent their residence in their absence to a person or persons of their choice. Such rental shall be allowed only one time during a year by a homeowner from the date the rental agreement is signed.

Short term rentals and hotel type rentals are prohibited.

Lessees cannot sublet the residence. Notwithstanding the foregoing, no lease (nor occupancy of a lot/home in the absence of the homeowner) is permitted until three (3) years have elapsed from the date of the recording of the instrument transferring title to the lot/home to the homeowner intending to lease such lot/home (or permit the occupancy of the lot/home in such homeowner absence). Consequently no buyer can buy a home occupied by a lessee, the sale will only be approved by EFLPOA when the lease is over and the house available for the sole use of the registered buyer for the next three (3) years.

Notwithstanding the occupational restriction ,during the first three years after the transfer of the title, the mother, father and children(s) (over 18 years old), of the registered owner(s) can occupy the home site.

#### 9.D, Renters registration

Lessees must be registered in the office by the homeowner at least one week before the lessee take occupancy and the date of departure must also be registered.

A fee will be charged to the lessee(s) when they will register at the office upon arrival to get their park I.D, card. It is the responsibility of the homeowner to explain to his lessees the obligation to register in the office and pay the appropriate fee upon arrival. If the lessee do not register in the office upon arrival, or as soon as the office is open the homeowner will be responsible for the amount due and will also be fined. Registered lessees with their I.D. card will have access to all the facilities in the park, except for golf and bowling where there are extra fees.

The homeowner is responsible of the conduct of the lessees during their stay. Lessees are subject to the same approval procedure as prospective owners and are also subject to the same fees. Returning seasonal lessees (snowbirds) are exempt from screening but must register, get their I.D. card and pay the appropriate fee.

All homeowners planning to rent their house must also consult and comply with the Code of ordinance of the city of Dania Beach.

## 9, E, Identification cards

The rules and regulations for the Community Identification card are as follows:

A: A properly registered owner, family member of an owner or registered lessee is permitted to bring up to six(6) guests to use the common area facilities during the first three days after arrival of such guests. After that delay all individuals must be registered by the office and carry their own Community I.D. card.

A maximum of seven(7)-guests persons are permitted per household at the pool. Lessees receiving guest(s) or any other persons for more than two weeks must present to the office a proof of approval from the registered owner mentioning the name(s) of those person(s)and the duration of their stay.

B: Guests seeking a community identification card must be accompanied to the office by a properly registered homeowner or a registered lessee. Over six guests visiting the club house must be pre-authorized by management.

C: The card swipe system that is in place allows access to the pool, spa and other areas through use of a magnetic card system. Each homeowner has one magnetic card and can buy one extra card for \$25 , replacement cards are \$75.00 dollars. When a home is sold, the cards are transferred to the new owner. If a home is rented the cards will be used by the lessees.

Magnetic cards are tied to the owner of the home.

The homeowner is responsible for all transactions made with the card, if violations occur, the card will be shut off until the violations are resolved.

Abused card privileges, for example, allowing unauthorised persons to enter facilities, etc., will result in suspension to use facilities as follows: first offence 30 day suspension, second offence 90 days suspension. Further offences may result in board review for possible permanent revocation.

## 10. Responsibility of EFLPOA

EFLPOA shall not be liable or responsible for any loss or damage sustained to a mobile and/or modular home and/or any improvements on a platted lot or to an personal property belonging to any of the platted lot owners in the Community or to their guests, members of their family, invitees or lessees, by fire, theft, accident or by reason of any other cause or casualty whatsoever except as to such loss or damage as may be caused by the negligence of EFLPOA. EFLPOA reserves and shall have the right to enter upon any platted lot at reasonable times for such emergency purposes as it may deem necessary.

## 11. Alcoholic beverages

Drunkenness shall not be tolerated in the Community. Alcoholic beverages shall not be permitted to be served or consumed in or upon the recreational or other ~~public~~ common areas in the Community, except as may be from time to time ~~provided~~ Permitted by EFLPOA. ~~by written notice thereof to be posted by EFLPOA in the Recreational building. The serving and consumption of alcoholic beverages shall be in strict compliance with the rules as shall be set forth in said notice.~~

## 12. Storage

No storage of any kind will be permitted under the mobile and/or modular home. Storage outside of a mobile and/or modular home may be provided for in a separate utility or storage building or shed, provided that such storage or utility building or shed has been placed, installed or constructed upon the platted lot with the approval of EFLPOA and the Dania Beach city permit. No outside storage of any other kind shall be permitted upon a platted lot in the Community without the express written permission of EFLPOA.

### 13. A, Signs and advertisement

~~Mail boxes of a uniform size and appearance to be subsequently designated by EFLPOA by appropriate written notice posted in the recreational building or provided to the platted lot owners by other suitable means, are permitted to be installed upon platted lots in the Community in the location thereof designated by EFLPOA. Such mail boxes may indicate thereon the owner's name and/or address. No other signs or advertisements will be permitted to be displayed upon any platted lot in the Community without the written permission of EFLPOA.~~

### 13.B Animals

Only cats, dogs, miniature fish and domesticated birds will be permitted as pets in the Estate of Fort Lauderdale.

No more than two(2) pets are permitted in any home.

Muscovy Ducks are not pets and will not be allowed to be fed, provided water and maintained in your driveway or property, the same applies to stray cats.

Residents are required to register their pets with the Association, and produce the proof of vaccination and license required by law.

Any association authorized pet over thirty (30) pounds must wear a muzzle when in public areas.

Any person who owns a cat or dog four months and older shall have such dog or cat vaccinated and licensed by Broward county as provided in section 4-10 and 4-11 of the Broward county animal care and regulation ordinance. The Association reserves the right to deny permission to any resident to maintain a pet because of size or recognized as potentially dangerous, including but not limited to: Pit Bulls, German Shepherds, Great Danes, and Doberman Pinchers. No pet shall be permitted to be a nuisance to the Community. This includes excessive noise and barking.

For the safety of the people living in the Community and pets, any animal that bites or acts in an aggressive way to humans or other animals, must be removed from the Community within 72 hours of the reported incident.

Residents must have pets leashed and in control at all times when outside. No pet is to be tied outside the home at any time without the immediate supervision of an adult.

No pet is permitted to run loose in the Community. Pet owner is responsible for the cleanup and proper disposal of pet wastes in the common areas, property of other Association residents, their own yard, and swales. It is strictly prohibited to throw animal excrements in the lakes.

Any animal permitted to "run loose" will be considered a stray and may be removed from the Estates of Fort Lauderdale.

Feeding bowls for pets are not to be outside since they attract stray or wild animals.

Pet owners shall respect Part 1, (10),(c) of this Declaration of Covenants, the Code of Ordinance of the city of Dania Beach concerning animals and the Florida state laws concerning animals.

Potbelly pigs are not permitted to be kept in the community.

Service dogs must be registered in office.

Emotional support animal must be registered in office.

Emotional support animal are not permitted in the common areas of the Estates of Fort Lauderdale.

### 14. Antennas

No radio or television antenna shall be installed, placed or maintained upon the exterior of any mobile and/or modular home or upon any platted lot in the Community, except in such manner and as to such type, design and height as may be authorized in writing by EFLPOA. No amateur radio operations shall be permitted in the Community.

### 15 A. Garbage

All garbage and trash shall be sacked or wrapped and placed in trash containers located upon the platted lots in the place designated by EFLPOA. Not more than two (2) such garbage containers shall be permitted to be kept at any one time upon a platted lot without the express written permission of EFLPOA. Such garbage containers shall have a capacity of not more than twenty ~~20~~ 50 gallons and must be kept in good condition and closed at all times with a tight cover. ~~All containers shall be of such type and design and located in such area upon a platted lot as EFLPOA shall determine in its sole discretion. All grass and landscape trimmings shall be placed upon the street side of a platted lot for collection. The collection of garbage and trash will be provided by EFLPOA at least twice weekly. Collection schedules shall be available from EFLPOA at its office. one (1) container as part of the purchase price of a platted lot, and a second container may be purchased by the lot owner at his cost and expense.~~

Containers should be placed in front of the property on evening before garbage/trash pick-up only. Landscape trimmings must be bundled and tied. The collection schedule for garbage/trash is posted in the mail room. Containers are to be removed from the front of the property by dusk on the day of pick-up, out of view on non service days.

Bulk pick-up schedule is posted in the mail room. Bulk waste includes household items (i.e. couches, chairs, mattresses, tables, appliances, carpets, padding and fencing) as well as waste (i.e. tree trimmings, branches, palm fronds, ~~lumber and~~ metal poles). Bulk waste items may not be placed in front of property more than 24 hours prior to the scheduled collection day.

Prohibited bulk waste items such as liquids (i.e. fuel, paint, oil, etc.), automotive/boat components, garbage, explosives, ~~yard waste,~~ hazardous waste, radioactive material, roofing materials, and construction/demolition debris are not acceptable.

Refrigerator and freezer doors must be removed.

Freon must be professionally removed from refrigerators, freezers and air conditioners before setting out for pick-up.

### 15.B Windows covering

All window shades, blinds, drapery linings and other window treatments visible from the exterior of a home on any window or door shall not consist of foil, carboard, newspaper, towels, sheets, blankets, flags and similar objects.

### 15.C Landscape

Landscape ornaments (i.e. statues, fountains, bird baths, ponds, lawn sculptures, rock gardens) or similar types of accessories are permitted, however, the number, size and location of each item will be limited and determined by the Association.

Landscape alterations must be previously approved by the association.

The Association will evaluate each situation on a case- by- case basis.

Homeowners are required to keep their property in a neat, in an orderly condition and aesthetically pleasing at all times.

## 16. Parking and lighting

Platted lot owners shall park their motor vehicles on their platted lots, under their carport or in their driveway only, no parking on grass or stone yards. A boat, upon a boat trailer maybe regularly parked in the driveway. Boat maximum length is 23 feet. in the area provided therefore and/or designated by EFLPOA and platted lot owners shall cause their guests to park their cars in the manner and in such places as may be designated by EFLPOA. No motor vehicles of any kind whatsoever shall be parked in the streets of the Community except for such motor vehicles as may be temporarily parked while the operator thereof is making or causing a delivery to be made. However, all vehicles which may be temporarily parked upon a street pursuant to this rule shall be parked in such a manner so as not to obstruct the flow of traffic. Motor vehicles belonging to visitors, guests, lessees or family members shall respect the same rules as owner's vehicles.

No overnight parking shall be allowed in the common area parking lot without the authorization of the Association.

Vehicles cannot have any company name or logo on any area of the vehicle.

As stated before, all vehicles must be parked under the overhang or in the driveway, it must be the original driveway as shown on the platted lot survey. No original lawn can be used to park any vehicle. A converted stone lawn is still the original lawn area. No lawn area can be cut off to increase parking without approval from the Association and proper Dania Beach city permit.

Motorcycles must comply with the same parking rules as other vehicles.

Light trucks under one(1) ton are allowed.

Parking an R.V. on your property is prohibited.

All vehicles, including motorcycles, are to be operated in the Community in such a way as to not create excessive noise.

Utility trailers might be parked under the carport or in the driveway pending board approval.

All exterior lighting on a platted lot must be approved by EFLPOA and the same must be shaded in such a manner so as not to create a nuisance for the neighbors.

## 17. A Hanging and displaying

A platted lot owner or his approved lessee, if any, shall not cause or permit anything to be hung, fastened to, displayed or placed upon the exterior of his mobile and/or modular home or in the windows of his mobile and/or modular home, without the prior written permission of EFLPOA. No platted lot owner or his approved lessee shall show any signs, advertisements or notices of any type or kind whatsoever on his mobile and/or modular home or platted lot or on any other place in the Community, except as may be permitted by EFLPOA.

## 17. B Garage sales

No individual or group Garage/Yard/Tag Sales are permitted. Should residents wish to engage in a Garage/Yard/Tag Sale, they are encouraged to participate during the Association Community Wide Garage/Yard/Tag Sale event. The Association will Schedule and coordinate up to two (2) Garage/Yard/tag Sale a year.

## 18. Exterior furniture

All furniture and furnishings of any kind placed, installed or used upon a platted lot where same is outside of the mobile home and/or modular home, whether same is within a screened enclosure or upon the platted lot itself, shall be of such type and design so that it does not aesthetically distract from the quality of the Community and shall be located upon said platted lot and installed in such manner of EFLPOA determines for the safety of abutting lot owners. Should EFLPOA determine that any of the foregoing is undesirable or not safe, it shall so advise the platted lot owner and instruct him in this regard, and should said platted lot owner not abide by the directions of EFLPOA within one (1) day after the receipt of such notice, EFLPOA shall be authorized to remove same. An owner of a platted lot is not permitted to plant or grow any type of tree, shrub, hedge or any type of plant whatsoever without the written permission of EFLPOA and under such conditions as EFLPOA may specify. Once planted, all trees, shrubs, flowers and other plants, as well as the lawn upon a platted Home Site shall remain in place and not be removed without the consent of EFLPOA.

## 19. Responsibility of the owners

A platted lot owner or his lessee shall be liable and responsible for all damages sustained to other property in the Community caused by the platted lot owner, family members visitors or his lessee, or their contractors, employees ~~or servants~~, whether such damages are caused by negligence, accident or otherwise.

## 20.A Wells

Wells shall only be permitted to be constructed or maintained upon a platted lot in the Community with the prior written consent of EFLPOA and proper city permits. ~~regarding the foregoing and as to the contractor,~~ and said well shall only be used for watering the lawn, plants, trees, shrubs, etc., upon the lot and for no other purpose whatsoever. ~~Platted lot owners shall comply with the terms and provisions of all utility agreements covering the Community. The use of a garbage disposal unit in a mobile and/or modular home if permitted by governmental authority and by the applicable utility company shall be subject to the written approval of EFLPOA~~

## 20.B Alterations

No alterations or additions shall be made to the exterior of the manufactured home or the home site without obtaining written consent of the association.

Any proposed improvements, including any concrete work, to site or exterior of manufactured home, carports, sheds, decks or any other improvements made by homeowner must be approved by the association in writing prior to starting said improvements. Approval request form must be accompanied by appropriate plans, diagrams, specifications and current pictures of property. In addition, building permits as required by the city of Dania Beach must be obtained prior to commencement of the Association approved improvements.

Homeowners who wish to paint their home are to select colors which promote harmony within the community including earth tones and pastel tones. Any color change of house sidings, doors, shutters, trim, foundation, roofing, etc. is subject to Association review and approval. Repainting to match original color(s) need not be submitted for review.

There will be no stone yards allowed in the community.(According to Broward County streets and highway department, our flooding problems are due to stone yards).

Stone lawn and grass lawns shall be weeded at all times. All platted lots lawns shall be kept watered , mowed, trimmed, edged and free from unsightly bald spots or dead grass.

PODS, as temporary storage units, may be allowed on the driveway of a platted lot for a maximum of three calendar days after requesting and receiving permission from the Association. A permit from the city of Dania Beach is also required.

No canopy/Awnings, taking the place of carports, shall be installed or placed upon any platted lot in the Community.

No permanent/moveable/portable basketball systems will be allowed unless Association approval has been obtained. Basketball access is provided to owners of Community I.D. cards, located near the tennis courts.

The Association reserves the right to enter all platted lots for inspection and maintenance with prior notification to homeowner. In case of serious emergency, i.e., fire, busted water line or hurricane damage, the prior notification to owner is waived.

## 21. Speed

The speed of any motor vehicle in the Community must not exceed ~~fifteen (15) miles per hour,~~ the speed posted by the city of Dania Beach. All stop signs and other traffic control signs and devices shall be strictly obeyed.

## 22. Right and responsibility of owners

Platted lot owners shall have equal rights and responsibilities in connection with the use of the recreation and service area and all platted lot owners shall be required to comply with same. FAILURE TO COMPLY WITH ANY OF THE COVENANTS, RESTRICTIONS, TERMS, AND OTHER APPLICABLE PROVISIONS OF THIS Declaration or with rules and regulations which are set forth herein or which may be later promulgated by EFLPOA in connection with the use of the recreation and service facilities and platted lots in the Community shall result in the violator being denied the right to use such recreation facilities for such time as EFLPOA determines. Children under ~~such age as determined by EFLPOA~~ 14-18 shall not be permitted to use any of the recreation or service facilities in the recreation and service area unless accompanied by an adult, and such recreation and service facilities may only be used by parties authorized to use same as determined by EFLPOA during those hours as EFLPOA determines. Children under 18 are not permitted to bring, or therefore be responsible for guests without adult supervision.

Alcoholic beverages shall not be permitted to be served or consumed in or upon the pool or spa area.

The Association reserves the right to suspend privileges of any homeowner, family member, guests or renters residing at a property when the homeowner's account carries a past due balance equivalent to three (3) months of monthly charge or more for any reason including late fees or unpaid fines.

## 23. Dumping in the lakes

No garbage, waste, trash or refuse of any kind whatsoever shall be thrown, dumped or placed in any of the lakes in the Community.

## 24.A Uses of the lakes

The lakes in the Community may be used for swimming and normal boating activities, but washing of any kind is absolutely prohibited. ~~Water skiing shall be permitted upon the lakes in the Community under certain conditions as determined by EFLPOA.~~ There are to be no activities such as water skiing, jet skiing, towing of objects or people behind boat, etc. Only boats with proper lighting may be operated after sunset upon the lakes in the Community.

Speed on the lakes should be maintained in a way to create no wake or disturbance to the residents living along the lakes.

Boats with a maximum of a 40 h.p. engine may be used upon the lakes in the Community in such manner and during such period of time as is determined by EFLPOA and notwithstanding the foregoing, a boat may not be used upon the lakes in the Community without the prior written permission of EFLPOA as to said boat. The owner of any boat which he intends to use upon the lakes in the Community must register said boat with EFLPOA in addition to obtaining EFLPOA's written permission to use the same on the lakes in the Community.

The lakes in the Community may be used for fishing between sun-rise and sun-set by registered homeowners and their guests. Individuals fishing within the Community are encouraged to "Catch and Release" practice. All Grass Carp must be released.

## 24.B Painting of sea wall

Homeowners of a platted lot abutting a lake who wish to paint their sea wall are to select colors which promote harmony within the Community. The color of a sea wall can be natural (concrete), neutral or white only. Painting of a sea wall is subject to Association review and approval before painting the wall.

#### 24.C Construction on lakes

No docks, wharves, boat slips or landing shall be permitted to be constructed or maintained upon any part of the lots abutting the lake(s) in the Community without the written permission of EFLPOA and EFLPOA shall have the right to determine and approve the type and design of same, including the contractor. The owner of a platted lot abutting a lake may beach his boat on the portion of his lot designated by EFLPOA. Only one boat, however, may be beached on such lakefront lot. The owner of a lakefront lot may permit a boat belonging to another platted lot owner to be beached upon such lakefront owner's lot; however the owner of such lakefront lot is not permitted to and shall not charge any rental therefor.

#### 25. Fines

The association may levy fines against an owner's lot for failure of the owner, his family, guests, invitees, lessees, contractors or employees to comply with the terms and conditions of the Community Documents.

The association may levy fines in compliance with any procedure set forth in the Florida Homeowners Association Act,( Florida Statutes Chapter 720.)

Attorney fees and costs: Should legal action be necessary to collect any fines levied pursuant to the law, then, in addition to the amount of the fine levied, the homeowner subject to the fine shall also be responsible for reasonable attorney's fees and cost or fees incurred on appeal of any past judgment proceedings.

#### 26. Room rental in Club House

There will be a Three-Hundred dollar (300) charge for the use of the Monte Carlo Room by a registered homeowner. Additionally there will be a Five Hundred dollar (500) security deposit, not to be returned until the room and surrounding common areas have been inspected and found to be in same condition as when rented.

There will be a One Hundred Fifty dollar (150) charge for the use of the Malibu Room by a registered homeowner. Additionally there will be a Three Hundred dollar (300) security deposit, not to be returned until the room and surrounding common areas have been inspected and found in the same condition as when rented.

There will be a Fifty dollar (50) charge for the use of the Lower deck Tiki Barbecue area or The Club House Barbecue area with a One Hundred dollar (100) security deposit in each case. The security deposit not to be returned until the surrounding common areas have been inspected and found to be in the same condition as when rented.

At any function of 100 or more people, the homeowner must privately hire a Security Guard to be in attendance. The homeowner responsible must be present for the entire function. At any function involving minors, there must be a ratio of one adult present per 10 minors and a security guard hired to be in attendance.

#### 27. Fireworks, firearms and open fire

The use of fireworks of any description by homeowners are forbidden in the Community. Unless you have the proper permits, it is forbidden to carry a firearm or any other weapon in the common areas of the Community.

No open fires allowed in the Community.

28.Provisions in the nature of Rules and Regulations are also contained in Parts I, II, III and IV of this Declaration of Covenants.

29. The foregoing Rules and Regulations are for the benefit of the Community and the platted lot owners. Any of the foregoing rules and regulations may be superseded, modified or amended and further rules and regulations may be promulgated by EFLPOA ~~without the necessity of EFLPOA filing a recorded instrument~~ setting forth such additional rules and regulations or modifications, alterations and amendments and such new rules and regulations or alterations, modifications and amendments which may be subsequently promulgated by EFLPOA need only be ~~recorded and~~ posted in a place to be designated by EFLPOA in the recreation building located upon the Recreation and Service area, and all future owners and/or approved lessees of platted lots in the Community and all persons claiming by, through, under or against them are hereby placed on notice that all rules and regulations existing with reference to the Community are not only to be found in this instrument but may be posted by EFLPOA as hereinabove provided.

Modifications or amendments of these Rules and Regulations will take effect after posting.

The failure to enforce any of the ongoing Rules and Regulations, Covenants, and By-Laws shall not constitute a waiver of the right to enforce or seek enforcement of the same at any time.

Reviewed December 2021

SCHEDULE A  
TO DECLARATION OF COVENANTS DATED DECEMBER 2<sup>ND</sup>, 1970, AS  
TO RAVENSWOOD ESTATES AND MARINAS  
PROPOSED FIRST ADDITION TO RAVENSWOOD ESTATES AND MARINAS:

Being a replat of a portion of a portion of Blocks 1 and 2 in Sec. 32 of the "Plat of Sections 28, 29, 31, and 32, T.50S, R. 42E", Broward County, Florida, as recorded in Plat Book 2 of Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the West  $\frac{1}{4}$  Corner of said Sec. 32; thence N.  $1^{\circ}58'26''$  E. along the West Line of said Sec. 32 for 15.01 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue N.  $1^{\circ}58'26''$  E along the last described course for 1228.95 feet; thence S.  $89^{\circ}58'58''$  E. for 810.00 feet; thence S  $1^{\circ}27'14''$  W. for 421.13 feet; thence S.  $89^{\circ}58'58''$  E. for 813.75 feet to the S.W. Corner of STEVENS HOMESITES NO. 2 as recorded in Plat Book 37 at Page 26 of the Public Records of Broward County, Florida; thence S.  $30^{\circ}00'46''$  W. for 239.16 feet; thence S.  $0^{\circ}18'31''$  W. for 62.87 feet; thence S.  $89^{\circ}58'58''$  E. for 834.39 feet to a point on a curve (said point bearing N.  $70^{\circ}09'49''$  W. from the radius point of the next described curve); thence N.E.'ly along a circular curve to the right having a radius of 250.00 feet, a central angle of  $10^{\circ}10'35''$  for an arc distance of 44.40 feet to a point of tangency; thence N.  $30^{\circ}00'46''$  E. for 189.00 feet, (the last mentioned five courses being coincident with the W.'ly, S'ly, and E'ly boundaries, respectively, of STEVENS HOME SITES NO. 3 as recorded in Plat Book 41 at Page 48 of the Public Records of Broward County, Florida; thence S.  $0^{\circ}18'31''$  W. for 84.15 feet; thence S.  $89^{\circ}59'29''$  E. for 148.50 feet; thence S.  $89^{\circ}59'15''$  E. for 662.98 feet, (the last mentioned course being coincident with the North Line of Lot 12, Block 1, of said Section 32); thence N.  $0^{\circ}11'55''$  E. along the West Line of Lot 13, Block 1, of said Section 32 for 670.95 feet to the NW Corner of said Lot 13; thence S.  $89^{\circ}56'45''$  E. along the North Line of Lots 13 and 14 of said Block 1 for 661.69 feet; thence S.  $0^{\circ}05'18''$  W. along the East line of said Lot 14 for 335.33 feet; thence S  $89^{\circ}57'30''$  E. along the Westerly prolongation of the Northerly boundary of RAVENSWOOD ESTATES AND MARINAS as recorded in Plat Book 67 at Page 15 of the Public Records of Broward County, Florida, for 15.48 feet; thence S.  $0^{\circ}05'18''$  W. along the Westerly boundary of said RAVENSWOOD ESTATES AND MARINAS for 710.97 feet; thence N.  $89^{\circ}59'44''$  W. along a line parallel with and 295.00 feet North of, as measured at right angles to, the South line of the NE  $\frac{1}{4}$  of said Section 32 for 1286.89 feet; thence S.  $0^{\circ}18'31''$  W. along a line parallel with and 56.00 feet East of, as measured at right angles to, the West line of the NE  $\frac{1}{4}$  of said Section 32 for 280.00 feet; thence N.  $89^{\circ}59'44''$  W. along a line 15.00 feet North of and parallel with the South Line of the NE  $\frac{1}{4}$  of said Section 32 for 56.00 feet; thence West along a line 15.00 feet North of and parallel with the South Line of the NW  $\frac{1}{4}$  of said Section 32 for 24.00 feet; thence N.  $0^{\circ}18'31''$  E. along a line parallel with and 24.00 feet West of, as measured at right angles to the East Line of the NW  $\frac{1}{4}$  of said Section 32 for 280.00 feet; thence West along a line parallel with and 295.00 feet North of, as measured at right angles to, the South Line of the NW  $\frac{1}{4}$  of said Section 32 for 2555.35 feet; then S.  $1^{\circ}58'26''$  W. along a line parallel with and 40.00 feet East of, as measured at right angles to the West Line of the NW  $\frac{1}{4}$  of said Section 32 for 280.17 feet; thence West along a line that is 15.00 feet North of and parallel with the South line of the NW  $\frac{1}{4}$  of said Section 32 for 40.00 feet to the Point of Beginning (P.O.B.) lying and being in Broward County, Florida.

Golf Course:

A portion of Tracts 1, 12, 13, 14, 15 and 16, Blocks 1 and 2, in Section 32, Township 50 South, Range 42 East, Broward County, Florida, as shown on that certain Plat of Sections 28, 29, 31 and 32 as recorded in Plat Book 2 at Page 32 of the Public Records of Dade County, Florida being more particularly described as follows:

The South 295.00 feet of Tract 1, Block 1, less the East 50.00 feet thereof; and, the North 280.00 feet of the South 295.00 feet of Tract 12, Block 1, less the West 56.00 feet thereof; and, the South 295.00 feet of Tracts 13, 14, 15 and 16, Block 1 AND: The North 280.00 feet of the South 295.00 feet of Tract 1, Block 2, less the East 24.00 feet thereof; and, the North 280.00 feet of the South 295.00 feet of Tract 12, Block 2, less West 40.00 feet thereof; and, the North 280.00 feet of the South 295.00 feet of Tracts 13, 14, 15 and 16, Block 2, all as shown on the said Plat of Sections 28, 29, 31 and 32.