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AGREEMENT
PERMITTING CONSTRUCTION AND MAINTENANCE OF PRIVATE
STREETS OR RIGHTS-OF-WAY AND FIXING RESPONSIBILITY
FOR ATTENDANCE THERETO

THIS AGREEMENT, made and entered into this 15th day of August, 1989, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
(hereinafter referred to as "CITY")

and

PORTEN SULLIVAN CORPORATION OF FLORIDA
a Florida corporation
(hereinafter referred to as "DEVELOPER")

and

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation
(hereinafter referred to as "ASSOCIATION")

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of the following real property located within the municipal limits of the City of Coral Springs:

Parcels "A" and "B", Royal Palm Village, according to the Plat thereof, as recorded in Plat Book 131 at Page 35 of the Public Records of Broward County, Florida, less the northerly 45.00 feet of the westerly 30.00 feet of said Parcel "A", said land being in the City of Coral Springs, Broward County, Florida.

WHEREAS, DEVELOPER desires to develop said property with private streets as opposed to public streets or rights-of-way; and

WHEREAS, said private streets will be dedicated and deeded to ASSOCIATION, and DEVELOPER has petitioned the CITY to permit construction and maintenance of private streets thereon; and

WHEREAS, CITY has considered DEVELOPER's request, noting that DEVELOPER has caused ASSOCIATION to be formed, with each lot owner with the property to automatically become a member of ASSOCIATION with all duties and responsibilities attendant thereto; and

WHEREAS, CITY has agreed to DEVELOPER's request conditioned upon DEVELOPER and ASSOCIATION, jointly and severally, agreeing to be responsible for said private rights-of-way and the drainage associated therewith, as provided herein;

NOW, THEREFORE, in consideration of CITY's agreement to permit DEVELOPER and/or ASSOCIATION to construct and maintain private rights-of-way within the property, DEVELOPER, ASSOCIATION and CITY agree as follows:

1. DEVELOPER will complete the construction of the paving and drainage improvements within the property pursuant to the Agreement for Construction and/or Installation of Water and Sewer Lines and Paving and Drainage Improvements, dated AUG 15, 1989 between CITY and DEVELOPER as recorded in Official Records Book 16766 at Page 744 of the Public Records of Broward County, Florida.

2. ASSOCIATION shall be responsible for the maintenance of said paving and drainage improvements subsequent to completion. Paving improvements shall include all streets or rights-of-way located in this property. The maintenance of said paving and drainage improvements shall be according to municipal inspections

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Exhibit 2

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and specifications and shall include but not be limited to periodic inspections, as those terms are defined in Chapter 334, Florida Statutes. ASSOCIATION shall reimburse CITY for reasonable expenses associated with said inspections at an agreed upon rate for the time spent on the job by CITY personnel.

3. ASSOCIATION agrees to be responsible for the installation and maintenance of all:

- (a) street lighting, if any;
- (b) traffic signals, if any; and
- (c) traffic signs, if any.

and energy costs associated therewith. ASSOCIATION shall reimburse CITY for reasonable expenses associated with said inspections associated therewith at an agreed upon rate for the time spent on the job by CITY personnel.

4. DEVELOPER and ASSOCIATION acknowledges and agree that, under Florida Law, CITY has no jurisdiction to enforce traffic infractions and the like, that would apply (i.e., speed laws, "stop" signs, violations) upon public rights-of-way unless a specific written contract to effectuate same is made and executed between CITY and DEVELOPER/ASSOCIATION. CITY retains sole discretion over whether or not to enter into such an agreement with ASSOCIATION.

5. A. DEVELOPER agrees to indemnify and save harmless CITY from any and all claims and any and all liability found against CITY as a result of any alleged faulty design, installation or maintenance of any private street or right-of-way, sign, signal or streetlighting permitted by this Agreement and installed by DEVELOPER for four years from the date of this Agreement for patent defects and for fifteen years from the date of this Agreement for latent defects.

B. ASSOCIATION agrees to indemnify and save harmless CITY from all claims and any and all liability found against CITY as a result of any alleged maintenance of the private streets, right-of-way, sign, signal or streetlighting permitted by this Agreement, or the installation, construction or re-construction of private streets, rights-of-way, signs, signals or streetlighting, commenced at ASSOCIATION'S request. ASSOCIATION'S indemnification shall apply to any claim where negligent or inadequate safety or security patrol of the private streets or rights-of-way is claimed or alleged, unless CITY enters into an agreement to patrol the streets.

C. This indemnification and hold harmless shall apply to all expenses incurred by CITY including but not limited to judgments secured, costs of litigation, attorney fees and attorneys fees on appeal.

D. In the event of any litigation in connection with this indemnity, CITY may retain its own attorney to defend any actions, and the indemnifying party shall reimburse CITY the actual reasonable expenses incurred by CITY in said defense on a monthly basis.

6. A. DEVELOPER agrees to obtain a general liability insurance policy, with contractual liability coverage, with an insurance company licensed to do business in the State of Florida with a Best's Guide Rating of XII, insuring, for a period of twelve (12) years from the date hereof, against claims arising due to the construction and/or installation of the private streets or rights-of-way, traffic signs, signals or streetlighting within the property which were constructed or installed by DEVELOPER. Said insurance shall be with a minimum single limit of liability of \$1,000,000 for bodily injury as well

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as property damage. Further, DEVELOPER will add CITY as an additional named insured, as its interests may appear, and to provide CITY with a certificate of such insurance. Said insurance will not be cancelled without ten (10) days prior notice to CITY.

B. ASSOCIATION agrees to obtain a general liability insurance policy, with contractual liability coverage, with an insurance company licensed to do business in the State of Florida with a Best's Guide Rating of XII, insuring the maintenance of the private streets or rights-of-way, traffic signs, signals or streetlighting permitted by this Agreement, with a minimum single limit of liability of \$1,000,000 for bodily injury as well as property damage. Further, ASSOCIATION agrees to add CITY as an additional named insured as its interests may appear, and to provide CITY with a certificate of insurance. Said insurance will not be cancelled without ten (10) days prior notice to CITY.

7. A. ASSOCIATION acknowledges and understands that said private roads or rights-of-way permitted hereunder may be constructed over public utility easements which will contain, among other things, municipal water and sewer lines.

B. ASSOCIATION agrees hat no resurfacing, grading, repair, reconstruction or excavation on, over, under or within CITY's easements shall be undertaken without prior approval of plans by CITY and then only with proper inspections and supervision by CITY's Engineering Division. CITY agrees not to unreasonably withhold or delay its approval of such plans. Accordingly, ASSOCIATION agrees to reimburse CITY for reasonable expenses associated with said inspections at an agreed upon rate for the time spent on the job by CITY personnel.

C. Further, ASSOCIATION agrees, that in the event it is necessary for CITY to reconstruct or repair its water and sewer lines, CITY shall repair or replace the roadway with asphalt and that CITY shall not be responsible for repair or replacement of any non-standard surfaces placed over its easement such as bomanite, concrete block or slate.

8. This Agreement shall run with the property, and each and every person taking title to the property, or any portion thereof, shall take title subject to this Agreement. This document shall be recorded in the Public Records of Broward County, Florida.

9. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

10. This Agreement represents the entire understanding between the parties. There are no representations, understandings or promises other than those expressly set forth above. Modification of this Agreement shall only be by written amendment executed by the parties hereto and effective only upon adoption by CITY'S Commission.

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CORAL PALMS HOMEOWNERS ASSOCIATION,
INC. a Florida not-for-profit
corporation

By: *Stephen J. Hwan*

ATTEST:

Maria Garcia La Sena

STATE OF FLORIDA)
)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared
Steven J. Feldman, being duly
authorized by corporate action, signing this Agreement Permitting
Construction and Maintenance of Private Streets or Rights-of-Way
and Fixing Responsibility Thereto on the 10th day of
August, 1987.

WITNESS my hand and official seal in the county and state
last aforesaid this 10th day of August, 1987.

My Commission Expires: *Margaret R. Picciulli*
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 29, 1989
BONDED THRU GENERAL INS. CO.

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

DK 66802 PG. 926

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR
91256083
CORAL PALMS

This Declaration of Protective Covenants and Restrictions, made and executed this 26th day of JUNE, 1991, by CORAL PALMS, LTD., a Florida limited partnership ("Developer"), joined by CORAL PALMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit,

WITNESSETH:

WHEREAS, Developer ~~is~~ ^{was} the owner of that real property located in Broward County, Florida and legally described in Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, it ~~is~~ ^{was} the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property as described herein; and

WHEREAS, ~~Developer~~ ^{Association} wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, in order to contribute to the personal and general health, safety and welfare of the Villa Owners, as defined herein, and to maintain the land and the improvements therein, and to this end to subject the property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

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NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied pursuant to the plan described herein, and subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Protective Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings: *

1.1 "Articles of Incorporation" - shall mean and refer to the articles of incorporation of the Association as they may exist from time to time.

1.2 "Assessments" - shall mean and refer to those charges made by the Association from time to time against each Villa within the Property for the purposes, and subject to the terms, set forth herein. *

1.3 "Association" - shall mean and refer to CORAL PALMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

1.4 "Board" or "Board of Directors" - shall mean and refer to the board of directors of the Association.

1.5 "Bylaws" - shall mean and refer to the bylaws of the Association as they may exist from time to time.

1.6 "Common Expenses" - shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.7 "Common Property" - shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Villa Owners and which are conveyed to the Association by deed or as otherwise specified in this Declaration, together with all real and personal property which may be acquired by the Association for the benefit and private, common use and enjoyment of all Villa Owners.

1.8 "Coral Palms" - shall mean and refer to that residential community known as Coral Palms, located in the City of Tamarac, Florida.

1.9 "County" - shall mean and refer to Broward County, Florida.

1.10 "Declaration" - shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.11 "Developer" - shall mean and refer to Coral Palms, Ltd., a Florida limited partnership, and its successors and assigns.

1.12 "Improvements" - shall mean and refer to all structures of any type, including, without limitation, any building, wall, fence, sign, paving, grading, ~~swimming pool, jacuzzi, spa,~~ ^① patio, ~~tennis court or screen enclosure~~ or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or

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object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications or changes thereto or thereof.

1.13 "Institutional Mortgagee" - shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company or other publicly recognized lender, which holds a first mortgage of public record on any Villa, or any other portion of the Property.

1.14 "Limited Common Property" - shall mean and refer to any portion of the Common Property which may be reserved for the exclusive use and benefit of specific Villa Owners, as described in this Declaration or as otherwise established by the Developer or the Association, the maintenance of which shall be a Common Expense. By way of example, Limited Common Property may include parking spaces, mail boxes, driveways, walkways and the front and rear yard areas adjacent to each Villa.

1.15 "Management Company" - shall mean and refer to ~~Professional Equities, Inc., a Missouri corporation qualified to do business in the State of Florida, d/b/a Professional Equities Management, Inc. such licensed management company as may be retained by the Association.~~ ①

~~Management, Inc.~~

1.16 "Member" - shall mean and refer to a member of the Association.

1.17 "Owner" or "Villa Owner" - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Villa, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.18 "Property" - shall mean and refer to that real property legally described in Exhibit A attached hereto and made a part hereof.

1.19 "Villa" - shall mean and refer to one of the residential dwelling units located or to be located, within Coral Palms.

ARTICLE 2

PROPERTY

2.1 Initial Property. The Property, as legally described in Exhibit A attached hereto and made a part hereof, ^{has been} ~~shall be~~ made subject to the terms of this Declaration upon the recordation ^{of this instrument} ~~hereof~~ in the public records of the County.

Deleted

~~2.2 Additional Property. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the public records of the county an amendment to this Declaration, describing such additional property and setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues or other provisions pertaining to such property. Notwithstanding the fact that the Developer's submission of additional property to the Declaration may result in an overall increase of Assessments attributable to each Villa, or may result in an overall increase of the total number of votes or Members in the Association, such amendment(s) by Developer shall not require the joinder or consent of the Association, other Owners or mortgagees of any portion of the~~

~~project, or any other person or entity. Any property submitted to the Declaration pursuant to the terms hereof shall be included in the term "Property" and shall be part of the Project.~~

ARTICLE 3

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. Developer has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ~~ultimately~~ own the Common Property; to maintain certain portions of the Villas; to operate and maintain the surface water management system, as required by South Florida Water Management District; to enforce the covenants, conditions, restrictions and other provisions set

3.1 Formation. Developer has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to maintain certain portions of the Villas; to operate and maintain the surface water management system, as required by South Florida Water Management District; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the Bylaws, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in Florida Statutes Chapter 617, Part I (1989), in existence as of the date of recordation of this Declaration in the public records of the County, and as it may be amended from time to time.

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Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of a Villa,

as evidenced by the filing of a deed therefor in the public records of the County. Membership shall continue until such time as the member transfers or conveys its interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the interest conveyed, shall automatically be conferred upon the transferee.

Membership shall be appurtenant to, and may not be separated from, the Villa Owner's interest in the Villa. No person or entity holding an interest of any type or nature whatsoever in a Villa only as security for the performance of an obligation shall be a member.

3.3 Voting. The Association shall have one (1) class of voting membership. Each Member, ~~including Developer~~, shall be entitled to one (1) vote for each Villa owned by such Member as to matters on which the membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws of the Association. Any member who owns more than one Villa shall be entitled to exercise or cast one (1) vote for each such interest. When more than one person owns a Villa, all such persons shall be deemed to be Members of the Association; provided, however, that in no event shall more than one (1) vote be cast with respect to each Villa. If more than one (1) person, corporation or other entity owns a Villa, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes on behalf of the Villa Owner. If the certificate is not on file, the owner(s) shall

not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of such owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Villa is held by husband and wife, no certificate need be filed with the Secretary naming the person authorized to cast votes, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Villa Owner at the meeting, in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with its Declaration, the Articles of Incorporation and the Bylaws. The Articles of Incorporation and the Bylaws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration ~~or adversely affect the rights of Developer, without Developer's prior written approval;~~ and provided further that no amendment, alteration or rescission may be made which adversely affects the rights or privileges of any Institutional Mortgagee, without the expressed prior written consent of the Institutional Mortgagee so affected; and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the Bylaws shall be made without the

Association's prior written approval. Any attempt to amend contrary to this provision shall be of no force or effect.

3.5 Suspension of Use Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment. While not in good standing, the Member may be denied the use of the swimming pool, clubhouse and other recreational facilities of the Association.

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~~3.6 Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until Developer has closed the sale of all Villas within Coral Palms, or until such earlier time as is determined by Developer in Developer's sole discretion. At the time of turnover of control of the Association, the Association shall record a notice of turnover in the public records of the County. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association. In the event that Developer shall enter into any contract or other agreements for the benefit of the Members, or the Association, which are within the normal course of development of Coral Palms, Developer may, at its option, assign its obligations~~

~~under these Agreements to the Association, and in such event the Association shall be required to accept such obligations.~~

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. ~~Fee simple title to the Common Property shall remain vested in Developer until the date that it relinquishes control of the Association, or until such earlier date selected by Developer in its sole discretion, at which time Developer shall convey all of its right, title and interest in the Common Property to the Association.~~

Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Anything contained herein to the contrary notwithstanding, certain portions of the Common Property shall be reserved as Limited Common Property for the exclusive benefit and use of specific Owners including, by way of example, parking spaces, mail boxes, driveways, front and rear yard areas and walkways adjacent to Villas.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members. Such interest may include fee simple or other absolute ownership interest, leaseholds, easements, licenses and such other possessory use interests as

the Association may deem appropriate. Any property acquired pursuant to this Section shall be Common Property.

4.3 Rules and Regulations. The Association, through its Board of Directors, shall regulate the use of the Common Property and the Villas by Members and Owners, and may from time to time promulgate rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations, and any amendments thereto, shall be made available to all Members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants now or hereafter provided, including without limitation, all restrictions contained in this Declaration, may be enforced by legal or equitable action of the Association.

4.4 Owners' Easements of Enjoyment. Subject to the provisions herein, each Owner shall have a right and non-exclusive easement of enjoyment, in common with all other Owners, in and to the Common Property, which easement shall be appurtenant to and shall pass with, the title to each Villa.

4.5 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.5.1. The right of ~~Developer and~~ the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

4.5.2. The right of ~~Developer and~~ the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.5.3. The right of the Association to suspend the enjoyment rights and easements of any Villa Owner for any period during which an Assessment remains unpaid by the Owner.

4.5.4. The right of the Association to properly maintain the Common Property.

4.5.5. The right of the Association, its agents and employees, and the Management Company, its agents and employees, to have access to the Common Property for the purpose of the maintenance thereof, as provided in this Declaration.

4.5.6. The rules and regulations governing the use and enjoyment of the Common Property, as promulgated by the Association.

4.5.7. The right of ~~Developer or~~ the Association to dedicate or transfer any part of the Common Property to any governmental or quasi-governmental agency.

4.5.8. Any restrictions contained on any plat, or filed separately, with respect to any portion of the Property.

4.5.8. All of the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and all exhibits thereto, as the same may be amended from time to time.

4.5.9. Such easements as may be granted or reserved on any plat of the Property, or by ~~Developer or~~ the Association, or such other easements as may be granted or reserved pursuant to this Declaration.

4.5.10. In case of any emergency originating in, or threatening any Villa, the Board of Directors of the Association or any other person authorized by the Association, including the

Management Company and its agents and employees, shall have the right to enter such Villa for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

~~4.5.11. The Owners' easement of enjoyment shall be subject to the rights reserved hereby by Developer for continued development of Coral Palms. By accepting a deed to a Villa, each Owner releases Developer from any claim for interference with quiet enjoyment of his Villa and the Common Property due to the continued development of Coral Palms, whether or not the construction operations are performed on the Common Property, the Villas or elsewhere, and each Owner acknowledges and agrees that Developer shall have the sole right of design, construction, development and improvements of the Common Property and the Villas within Coral Palms.~~

4.6 Continual Maintenance. In the event of a permanent dissolution of the Association, the members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE 5

EASEMENTS

5.1 The following easements are hereby granted and/or reserved over, under, across and through the Property:

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5.1.1. Easements for the installation and maintenance of utility systems and drainage facilities are hereby reserved throughout the Property.

5.1.2 The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, its employees and agents, and the Management Company and its employees and agents, in order that they may carry out their duties.

5.1.3 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across streets, walks, parking areas, other rights of way, and such other portions of the Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the owners, their families, guests, employees and invitees, and obtaining reasonable access from the Villas to the nearest public highway.

5.1.4 An easement is hereby granted over the roadways within Coral Palms to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage, which easement shall be exercised in the manner as set forth in such mortgages.

~~5.1.5 Easements are hereby reserved by Developer throughout Coral Palms, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of Villas within Coral Palms. Developer retains the right to maintain an office and a sales office in Coral Palms in a location to be selected by~~

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~~Developer, and to post and display signs within Coral Palms, so long as Developer owns any Villa.~~

5.1.6 An easement for encroachment is hereby granted in the event that any Villa, or any part of a Villa, or any other Improvement now or hereafter constructed, encroaches upon any other Villa, or the Common Property due to inaccuracies in survey, construction, reconstruction or due to settlement or movement. The encroaching improvement shall remain undisturbed so long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroachment improvements.

5.2 Additional Easements. ~~Developer and~~ the Association shall have the right to grant such additional easements or to relocate existing easements throughout Coral Palms as Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restriction on Owner Easements. Except as specifically provided immediately above with regard to the ~~Developer and the~~ Association, no Owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the Association.

5.4 Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation there is no grantee in being having the

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capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate ~~Developer and/or~~ the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 6

ASSESSMENTS

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments, as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Villas, the Common Property and the Association, as provided in this Declaration, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for the payment of: operation, administration and management of the Association; maintenance of the Villas and the Common Property; payment of insurance premiums for the Villas and the Common Property; legal and accounting fees; management fees; security costs; emergency services; repairs and

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replacements for such properties required to be maintained by the Association; charges for utilities used upon the Common Property; charges for cable television services provided to the Villas and the Common Property; cleaning services for such property required to be maintained by the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the members of others; the creation of reasonable reserves, if determined by the Association to be necessary; and all other expenses deemed by the Board of Directors to be necessary and proper.

6.3 Basis and Collection of General Assessments. The

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur for the following fiscal year, and shall assess its Members sufficient monies to meet this estimate. All Villas shall be assessed at a uniform rate, and all Owners shall be assessed based upon the number of Villas owned by the Owner. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible, annually, monthly, in advance. Assessment payments shall be due and owing on the first of each month and shall be

deemed late if not paid by the 10th of each month.

collect additional general Assessments to meet such needs.

General Assessments shall be collectible, ~~annually~~ ^{monthly}, in advance.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from each member for payment of the following: the acquisition of property by the Association; the cost of the construction of Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of an

Improvement, including the necessary fixtures and personal property related thereto; the cost of periodic replacement of furniture, furnishings and other personal property within the Common Property; and the expense of indemnification of each director, officer and committee member of the Association as provided hereinafter. Special Assessments shall be levied on an equitable basis, as determined by the Board of Directors in its sole and absolute discretion, and shall be collected in such manner as the Board of Directors shall determine.

6.5 Emergency Special Assessments. The Association may levy an emergency special assessment when, in the sole and absolute determination of the Board, there is potential danger or damage to persons or property. Emergency special assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods, freeze damage and fires. Emergency special assessments shall be levied on an equitable basis as determined by the Board in its sole and absolute discretion and shall be collectible in such manner as the Board shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Villa Owner for the cost of maintenance, repairs or replacement within or without the Villa, which the Owner has failed or refused to perform and which failure or refusal has, in the opinion of the Association, endangered or

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impaired the use or value of other portions of Coral Palms. The individual Assessment may include an administrative fee charged by the Association in an amount be determined by the Board in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Fines. The Association may levy reasonable fines against the Villa Owners for violations by the Owners, or by any Owners' family members, lessees, guests, licensees, invitees, employees or agents, of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations promulgated from time to time. Any owner who violates any of the foregoing documents shall be entitled to notice and a hearing before the Board of Directors prior to the imposition of a fine. Fines shall be considered individual Assessments and shall be collectible as such, and upon any delinquency in the payment of a fine, the Association shall have all rights as set forth in this Declaration, including without limitation, the right to file a lien against the Villa of the Member fined.

ASSESSMENTS

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6.8 Effect of Non-payment of Assessments. ~~All notices of Assessments from the Association to the Owners shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. In addition, the Association may charge an~~

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cost of collection thereof, including attorney's fees, shall be a continuing lien against the Villa against which the Assessment is made and shall also be the continuing personal obligation of the Villa Owner. The Association may also record a claim of lien in the public records of the County, setting forth the amount of the unpaid Assessment ^{Administrative Late Fee} and the rate of interest due thereon. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Villa in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligations of the Villa Owner. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees incurred by the Association. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Villa shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments and shall be held liable and responsible for the payment of any delinquent Assessments applicable to the Villa.

6.9 Certificate of Assessments. The Association shall prepare a roster of the Villa Owners and the Assessments applicable to thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At

the request of an Owner, the Board of Directors shall prepare a certificate of Assessments executed by an officer of the Association, setting forth whether a Villa Owner's Assessments have been paid and/or the amount which is due as of the date of the certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, the lien of such Assessments shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Villa pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure. No sale or other transfer shall relieve any Villa Owner from liability for any Assessment coming due thereafter, nor from the lien of any subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or a proceeding or deed in lieu of foreclosure, shall be re-allocated and assessed to all Villa Owners as a Common Expense. The written opinion of the Association that a lien or an Assessment is subordinate to a mortgage lien shall be dispositive of any question of subordination.

~~6.11 Payments by Developer. Developer shall not be required to pay Assessments to the Association with respect to any Villa owned by Developer for a period of one (1) year following the date of recordation of this Declaration in the public records of the County. Instead, Developer shall guarantee the level of Assessments as described in the initial budget of the Association for such one (1) year period. During this guarantee period, Developer shall pay all expenses incurred by the Association in excess of the amount collected from Villa Owners other than Developer, as such additional expenses are incurred from time to time.~~

6.12 Exempt Property. The following properties shall be permanently exempt from the payment of all Assessments:

6.12.1 All Property dedicated to, or owned by, the Association.

6.12.2 Any portion of Coral Palms dedicated to the County or to the City of Tamarac, Florida.

6.12.3 Any portion of Coral Palms exempted from ad valorem taxation by the laws of the State of Florida.

ARTICLE 7

MAINTENANCE OF PROPERTY

Association Responsibility. The Association shall, either through the Management Company or its own personnel, be responsible for maintenance of all Common Property as well as the exterior of each Villa and the landscaping for the front and

rear yard areas adjacent to each Villa; provided, however, that the expense of any maintenance, repair or construction of any portion of the Common Property, or any Villa, necessitated by the negligent or willful acts of any Villa Owner, or his lessees, invitees, licensees, family or guests shall be born solely by such Villa Owner, and his Villa shall be subject to an individual Assessment for such expense. The Association and the Management Company shall have the right of access to all Villas to perform the maintenance required hereby, and such access shall not constitute a trespass.

~~No management agreement between the Association and the Management Company shall be held to be invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Developer, or of the corporate general partner of Developer, may also have been employees, officers or agents of the Management Company.~~

ARTICLE 8

USE RESTRICTIONS

The Villas and the Common Property shall be subject to following restrictions:

8.1 Residential Use. Except as provided hereinbelow, Villa shall be used only as a single family, private residence dwelling and for no other purpose. The term "family" shall and refer to persons related by blood or marriage. Whenever any Villa is owned by a non-natural person such as, but not limited

16 March
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3 bedrooms
6 people

to, a corporation or partnership or other entity (~~other than Developer~~), the agent of such entity shall notify the Association of the name of the particular family or individual who shall be entitled to reside in the Villa. Such notification shall be in writing and shall be given to the Association no later than twenty (20) days following acquisition of the Villa. Upon demand by the Association to the non-natural entity to remove any party who has been given permission to use the Villa for failure to comply with the terms and conditions of the above mentioned documents, the Villa Owner shall forthwith cause such occupying party to vacate the Villa.

8.2 Commercial Activities. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on within any Villa, ~~except as to those uses made by the Developer.~~

8.3 Vehicle Parking.

8.3.1 Recreational and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, motorcycles, mobile homes or other

habitable motor vehicles, except four-wheel passenger vehicles, may be placed, parked or stored upon any portion of Coral Palms, nor shall any maintenance or repair be performed upon any boat or motor vehicle in Coral Palms. Notwithstanding the foregoing, service and delivery vehicles may park in the parking areas of Coral Palms as needed for providing services or deliveries to the Villas. No loud or obnoxious vehicles shall be permitted within Coral Palms at any time. For the purpose of this paragraph, a commercial vehicle is defined to be any vehicle with exterior lettering or symbols, referencing a trade or product and/or carrying exposed tools or materials used in a trade or business.

Coral Palms as needed for providing services or deliveries to the Villas. No loud or obnoxious vehicles shall be permitted within Coral Palms at any time.

Passenger Automobiles. Automobiles of Villa
8.3.2 Passenger Automobiles. Automobiles of Villa Owners excluding those
identified under paragraph 8.3.1 may be parked, placed or stored only in the designated
parking space for the Owner's Villa. Guest and invitees of Villa Owners may park their
automobiles, on a temporary basis, in parking spaces designated for guests. No vehicle
of any kind shall be placed, parked or stored on any portion of the Common Property
except areas specifically designated for parking.

in parking spaces designated for guests. No vehicle of any kind
shall be placed, parked or stored on any portion of the Common
Property except areas specifically designated for parking.

8.3.3. Enforcement of Violation. The Association
shall have the right to levy reasonable fines against Villa
Owners for parking violations by the Owners or their family
members, guests, invitees, licensees, employees or agents and
such fines shall be treated as individual Assessments and shall
be collectible as such. In addition, the Association shall have
the right to have any vehicle which is in violation of a parking
regulation towed at the Owner's expense.

8.3.4. Insurance. No Owner shall permit or suffer
anything to be done or kept within his Villa, or make any use of
the Common Property, which will increase the rate of insurance
on any portion of Coral Palms.

8.3.5. Nuisances. No use or practice which is either
an annoyance to other Villa Owners or an interference with the
peaceful possession and proper use of Coral Palms by the Villa
Owners shall be allowed. No Owner shall commit or permit any
nuisance or any immoral or illegal activity in or about Coral
Palms. No Owner shall make or create any unnecessary, excessive
or offensive noise or disturbance which destroys the peace,
quiet and or comfort of the Villa Owners.

ARTICLE 8

USE RESTRICTIONS

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~~8.3.6 Signs. Except in connection with the development and sales of property throughout Coral Palms by Developer, no signs, advertisements or notices of any kind, including without limitation "For Sale" or "For Rent" signs shall be displayed to the public view, except with the prior written approval of the Association on that location and format determined by Board Rule.~~

~~shall be displayed to the public view.~~

8.3.7. Improvements. No Villa Owner, other than Developer shall construct any Improvements within Coral Palms, or make any alteration or modification to existing Improvements, without the prior written consent of the Association.

8.3.8. Laundry. No Villa shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view so as not to be visible from any other Villa or from the Common Property.

8.3.9. Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, skate boards and others similar vehicles and toys shall be stored only within the Villas. In the event that such items are left on the Common Property (in other than a designated area), they may be impounded by the Association and shall be released to the owner thereof only upon payment of an administrative fee established by the Association. Such administrative fee shall be an individual Assessment.

~~8.3.10. Interference with Development. No Villa Owner shall take any action which would interfere with the Developer's rights to complete the contemplated improvements within Coral Palms or the Developer's right to sell or lease Villas.~~

8.3.¹⁰~~12~~ Hazardous Materials. No Villa Owner shall use or permit to be brought into any part of Coral Palms any hazardous or toxic materials.

8.3.¹¹ Pets. Dogs and cats weighing no more than thirty (30) pounds may be kept as pets by Villa Owners:

8.3.12¹ Pets. Dogs and cats weighing no more than thirty (30) pounds may be kept as pets by Villa Owners; provided, however, that dogs shall be kept on a leash and under the control of the Villa Owner at all times when outside the Villa, and provided further that the Villa Owner shall be responsible for cleaning up after his pets. The Association shall designate by Board Rule an area to be used exclusively by pet owner for the walking of pets. Any pet appearing to be vicious, or which is otherwise a nuisance to other Villa Owners, may be permanently removed from Coral Palms at the discretion of the Board of Directors.

Owners, may be permanently removed from Coral Palms at the discretion of the Board of Directors.

8.3.13. Rules and Regulations. No person shall use Coral Palms, including the Common Property and the Villas, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time.

ARTICLE 9

INSURANCE

The Association shall purchase and maintain the following insurance coverages on Coral Palms for the benefit of the Villa Owners. This insurance shall be carried with such companies, and shall require such deductibles, as may be deemed appropriate by the Board of Directors.

9.1 Casualty. All buildings and improvements within the Common Areas, as well as the Villas, shall be insured to the maximum insurable replacement value.

9.2 Liability. Public liability insurance shall be maintained in such amounts and with such coverages as shall be required by the Board of Directors from time to time.

9.3 Personal Property and Liability. Villa Owners may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, operating expenses, flood damage, and for improvements made to their Villa. In addition, upon demand by the Association, each Villa Owner shall be required to obtain casualty insurance for the full replacement value of all improvements to the Villa made by the Villa Owner, over and above any improvements insured as part of the Association's policy, and for liability insurance in such amounts as may be reasonably required by the Association, and to name the Association as an additional insured on such policy, and to require that the insurance company agree to give the Association at least thirty (30) days written notice prior to cancelling such insurance or reducing the coverage.

9.4 Worker's Compensation. Worker's Compensation insurance shall be maintained in accordance with Florida law.

9.5 Other. The Association shall maintain such other insurance as may be deemed advisable by the Board of Directors.

9.6 Premiums. The insurance premiums charged for the insurance maintained by the Association shall be paid by the

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Association and shall be assessed against all Villa Owners as a Common Expense.

ARTICLE 10

PARTY WALLS

Each wall which separates one Villa from another shall be deemed to be a party wall, and shall be shared equally by all Villas located adjacent to such wall. No Villa owner shall have the right to cut holes in such wall, or to make any other alterations or changes thereto.

~~ARTICLE 11~~

~~MANAGEMENT AND REAL ESTATE BROKERAGE~~

~~It is intended that the Management Company shall qualify as a Florida licensed real estate broker, and that it shall enter into a lease agreement with the Association, whereby the Management Company shall lease the three (3) rooms located in the northwest corner of the recreation building in Coral Palms. The rent paid by the Management Company under the lease agreement shall be Ten Dollars (\$10.00) per year, which shall not be subject to increase during the term of the lease. The Management Company shall be permitted to provide both management and real estate brokerage services from the leased space. The Management Company shall also be permitted to maintain a sign or~~

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~~signs within Coral Palms, indicating the availability of management and brokerage services.~~

ARTICLE 12

GENERAL PROVISIONS

12.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, ~~Developer or~~ the Association may be assigned, in whole or in part, by ~~Developer or~~ the Association, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as ~~were~~ **WAS** ~~Developer or~~ the Association prior to the assignment, and Developer or the Association shall be relieved and released of all obligations to the extent of such assignment.

12.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

12.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least ⁷⁵~~51~~ of the votes of members; provided, however, that until such time as Developer relinquishes control of the Association, as described hereinabove, all amendments must include the approval of Developer.

~~12.2.2. So long as Developer owns any property within Coral Palms, Developer shall have the right to make reasonable modifications, changes or cancellations to any or all of the~~

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~~provisions pertaining to the development of Coral Palms contained in this Declaration including, without limitation, provisions relating to use restrictions and Assessments, without the joinder or consent of any other Villa Owners, the Association or any Institutional Mortgagee. Such changes may affect the entire Property or only specific portions thereof.~~

12.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration in the public records of the County, after which time they shall automatically be extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

12.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Villa Owners, and shall inure to the benefit of ~~Developer~~, the Association and the Villa Owners.

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12.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate the same and/or against the property subject hereto to enforce any lien created by this Declaration. In the event that ~~Developer and the~~ Association fail to enforce the terms of this Declaration, then any member may do so. The failure or refusal of Developer, the Association or any member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

~~12.6 Developer's Rights. Anything contained herein to the contrary notwithstanding, Developer, its agents, employees and officers, including without limitation, any marketing agents, are irrevocably empowered to sell Villas on any terms to any purchasers for so long as Developer owns any Villas in Coral Palms. Also, for so long as Developer owns or has use rights to any property in Coral Palms, Developer, its agents, employees and officers including, without limitation, any marketing agents, shall have the right to transact any business necessary to consummate sales of property and Villas within Coral Palms, including the right to maintain offices on the Property in locations to be selected by Developer and to have employees in such offices for the sale of property, to post and display a sign or signs within Coral Palms; and to use the Common Property and to show Villas to prospective purchasers. Sales office~~

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~~signs and other structures and appurtenances pertaining to the sale or development of Villas shall not be considered Common Property but shall remain the property of Developer.~~

~~12.7 Guard House. Developer may, in its sole and absolute discretion, construct a guard house to be located at the entrance of the Property and, if such guard house is constructed, it shall be maintained by the Association.~~

12.8 Non-Condominium.

12.8.1 The Association created pursuant to this Declaration and the Articles of Incorporation is expressly not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718 in existence as of the date of recording this Declaration in the public records of the County.

12.8.2 The common property is not intended to be condominium property under Florida Statutes Chapter 718 in existence as of the date of the recording of this Declaration in the public records of the County, and is not part of the common elements of any condominium.

12.9 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail, return receipt requested, addressed as follows:

~~12.9.1 To the Developer:~~

~~Coral Palms, Ltd.
6421 Congress Avenue, Suite 107
Boca Raton, Florida 33497~~

To the Association:

Coral Palms Homeowners Association, Inc.
6700 N.W. 88th Avenue
Tamarac, Florida 33321

To Villa Owners:

The last known address of the Villa Owner as it appears on the records of the Association at the time at such delivery or mailing.

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered on the date of such delivery or, if mailed by registered or certified mail on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice hereunder which, thereafter, until changed by like notice, shall be the address of such party for all purposes under this Declaration.

12.10 Gender and Number. The use of the singular herein shall include the plural and the use of any gender shall include all genders.

12.11 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

12.12 Captions. The captions contained in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments hereof.

JOINDER OF ASSOCIATION

CORAL PALMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby joins in this Declaration of Protective Covenants and Restrictions for Coral Palms for the purpose of agreeing to perform its obligations as contained herein.

CORAL PALMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

By: Alex Cameron

Bette Miller
Connie D. Romine
WITNESSES

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 1991, by ALEX CAMERON, the _____ President of Coral Palms Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

(NOTARIAL SEAL)

Notary Public
State of Florida at Large
My Commission Expires:
March 21, 1993

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EXHIBIT A

LEGAL DESCRIPTION

All of Parcel L, of WOODLAND LAKES, according to the Plat thereof, as recorded in Plat Book 71, at Page 18, of the Public Records of Broward County, Florida, LESS AND EXCEPT therefrom the COLONY WEST CLUBHOUSE PLAT, according to the Plat thereof, as recorded in Plat Book 108, at Page 36, of the Public Records of Broward County, Florida.

BM 18525 PGU 788

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
CELIENE BRUCE
COUNTY ADMINISTRATOR

This instrument was prepared
by and should be returned to:

Lewis F. Crippen, Esq. ✓
GUNSTER, YOAKLEY & STEWART, P.A.
777 S. Flagler Dr., Suite 500
West Palm Beach, Florida 33402-4587

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060591

12.13 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

CORAL PALMS, LTD., a Florida limited partnership

By: FLORIDA PROFESSIONAL EQUITIES, INC., a Florida corporation, as General Partner

By: Alex C. Cameron
Alex C. Cameron,
Vice President

Bette Miller
Cornie D. Romine
WITNESSES

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 1991, by Alex C. Cameron, the Vice President of Florida Professional Equities, Inc., a Florida corporation, as General Partner of Coral Palms, Ltd., a Florida limited partnership, on behalf of the partnership.

[Signature]
Notary Public
My Commission Expires:

(NOTARIAL SEAL)

Notary Public
State of Florida at Large
My Commission Expires:
March 21, 1993

David Zearlin
JOA 361-268
7467
361-302-8341

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This instrument was prepared by:
Ellen Hirsch de Haan, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

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CERTIFICATE OF AMENDMENT
TO THE ADOPTED FORM OF
PROPOSED AMENDMENTS TO THE
DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS OF CORAL PALMS
AND TO THE BY-LAWS OF
CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached adopted form of proposed amendments to the Declaration of Protective Covenants and Restrictions of Coral Palms and to the By-Laws of Coral Palms Homeowners Association, Inc., said By-Laws being an Exhibit to the Declaration of Protective Covenants and Restrictions of Coral Palms, as recorded in Official Records Book 19525 at Page 0752 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held April 10, 1996.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of April 1996, at TAMARAC, Broward County, Florida.

WITNESSES

Sign [Signature]
Print Michael A. Solomon
Sign Kristine A. Solomon
Print Kristine A. Solomon

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Frank Rosell, President
Address: 6190 N. PINE ISLAND Rd
TAMARAC, FL 33334

BR 24885P60239

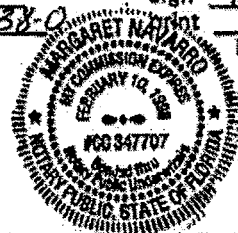
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of April, 1996, by Frank Rosell, as President of Coral Palms Homeowners Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known OR
Produced Identification
8990-269-39-138-0
Type of Identification
DRIVERS LIC. #

sign [Signature]
Margaret Navarro
My Commission expires:



①
[Signature]

ADOPTED FORM OF
PROPOSED AMENDMENTS TO THE
DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS OF CORAL PALMS
AND TO THE BY-LAWS OF
CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

NOTE: (Words underscored are additions and deleted words are ----- hyphened through).

1. Proposed amendment to the Preamble of the Declaration of Protective Covenants and Restrictions to reflect the Community's present condition, as follows:

This Declaration of Protective Covenants and Restrictions, made and executed this 26th day of June, 1991, by CORAL PALMS, LTD., a Florida limited partnership ("Developer"), joined by CORAL PALMS HOMEOWNERS ASSOCIATION, INC., ("Association"), a Florida corporation not-for-profit.

2. Proposed amendment to the first, second, third and fourth paragraphs of the Preamble to reflect the Community's present condition, as follows:

WHEREAS, Developer is was the owner of that real property located in Broward County, Florida and legally described in Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, it is was the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property as described herein; as such intention was completed; and

WHEREAS, Developer Association wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, in order to contribute to the personal and general health, safety and welfare of the Villa Owners, as defined herein, and to maintain the land and the improvements therein, and to this end to subject the property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, as the Developer hereby has declared that the Property is and shall be held, transferred, sold, conveyed and occupied pursuant to the plan described herein, and subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Protective Covenants and Restrictions.

3. Proposed amendments to Article 1, Section 1.12 of the Declaration to modify the definition of improvements, as follows:

ARTICLE 1

DEFINITIONS

...

1.12 "Improvements") - shall mean and refer to all structures of any type, including, without limitation, any building, wall, fence, sign, paving, grading, swimming pool, jacuzzi, spa, patio, tennis court or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications or changes thereto or thereof.

4. Proposed amendments to Article 1, Sections 1.14 and 1.15 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 1

DEFINITIONS

...

1.14 "Limited Common Property" - shall mean and refer to any portion of the Common Property which may be reserved for the exclusive use and benefit of specific Villa Owners, as described in this Declaration ~~or as otherwise established by the Developer or the Association~~, the maintenance of which shall be a Common Expense. By way of example, Limited Common Property may include parking spaces, mail boxes, driveways, walkways and the front and rear yard areas adjacent to each Villa.

1.15 "Management Company" - shall mean and refer to ~~Professional Equities, Inc., a Missouri corporation qualified to do business in the State of Florida, d/b/a Professional Equities Management, Inc.~~ such licensed management company as may be retained by the Association.

...

5. Proposed amendment to Article 2 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 2

PROPERTY

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2.1 Initial Property. The property, as legally described in Exhibit A attached hereto and made a part hereof, shall be ~~has been~~ made subject to the terms of this Declaration upon the recordation hereof of this instrument in the public records of the County.

6. Proposed amendment to Article 2 of the Declaration to delete Section 2.2 in its entirety, so as to reflect the Community's present condition.

7. Proposed amendment to Article 3, Section 3.1 of the Declaration to provide for amendments from time to time, as follows:

ARTICLE 3

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. Developer has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to maintain certain portions of the Villas; to operate and maintain the surface water management system, as required by South Florida Water Management District; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the Bylaws, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in Florida Statutes Chapter 617, Part I (1989), in existence as of the date of recordation of this Declaration in the public records of the County, and as it may be amended from time to time.

...

8. Proposed amendment to Article 3, Sections 3.3 and 3.4 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 3

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

3.3 Voting. The Association shall have one (1) class of voting membership. Each Member, ~~including Developer,~~ shall be entitled to one (1) vote for each Villa owned by such Member as to matters on which the membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast by the Member in such manner as may

be provided in the Bylaws of the Association. Any member who owns more than one Villa shall be entitled to exercise or cast one (1) vote for each such interest. When more than one person owns a Villa, all such persons shall be deemed to be Members of the Association; provided, however, that in no event shall more than one (1) vote be cast with respect to each Villa. If more than one (1) person, corporation or other entity owns a Villa, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes on behalf of the Villa Owner. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of such owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Villa is held by husband and wife, no certificate need be filed with the Secretary naming the person authorized to cast votes, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Villa Owner at the meeting, in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with its Declaration, the Articles of Incorporation and the Bylaws. The Articles of Incorporation and the Bylaws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration ~~or adversely affect the rights of Developer, without Developer's prior written approval;~~ and provided further that no amendment, alteration or rescission may be made which adversely affects the rights or privileges of any Institutional Mortgagee, without the expressed prior written consent of the Institutional Mortgagee so affected; and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the Bylaws shall be made without the Association's prior written approval. Any attempt to amend contrary to this provision shall be of no force or effect.

9. Proposed amendment to Article 3 of the Declaration to delete Section 3.6 in its entirety, so as to reflect the Community's present condition.

10. Proposed amendment to Article 4, Sections 4.1, 4.5.1, 4.5.2, 4.5.7 and 4.5.9 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. ~~Fee simple title to the Common Property shall remain vested in Developer until the date that it relinquishes control of the Association;~~

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~~or until such earlier date selected by Developer in its sole discretion, at which time Developer shall convey all of its right, title and interest in the Common Property to the Association.~~ Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Anything contained herein to the contrary notwithstanding, certain portions of the Common Property shall be reserved as Limited Common Property for the exclusive benefit and use of specific Owners including, by way of example, parking spaces, mail boxes, driveways, front and rear yard areas and walkways adjacent to Villas.

...

4.5.1 The right of ~~Developer~~ and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

4.5.2 The right of ~~Developer~~ and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

...

4.5.7 The right of ~~Developer~~ or the Association to dedicate or transfer any part of the Common Property to any governmental or quasi-governmental agency.

...

4.5.9 Such easements as may be granted or reserved on any plat of the Property, or by ~~Developer~~ or the Association, or such other easements as may be granted or reserved pursuant to this Declaration.

...

11. Proposed amendment to Article 4 of the Declaration to delete Section 4.5.11 in its entirety, so as to reflect the Community's present condition.

12. Proposed amendment to Article 5 of the Declaration to delete Section 5.1.5 in its entirety and renumber the remaining paragraphs, so as to reflect the Community's present condition.

13. Proposed amendment to Article 5, Sections 5.2, 5.3 and 5.4 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 5

EASEMENTS

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5.2 Additional Easements. ~~Developer and~~ The Association shall have the right to grant such additional easements or to relocate existing easements throughout Coral Palms as ~~Developer or~~ the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restrictions on Owner Easements. Except as specifically provided immediately above with regard to the ~~Developer and~~ the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the Association.

5.4 Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation there is no grantee in being having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate ~~Developer and/or~~ the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

14. Proposed amendment to Article 6, Section 6.3 of the Declaration to provide for a monthly assessment instead of an annual assessment, as follows:

ARTICLE 6

ASSESSMENTS

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur for the following fiscal year, and shall assess its Members sufficient monies to meet this estimate. All Villas shall be assessed at a uniform rate, and all Owners shall be assessed based upon the number of Villas owned by the Owner. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible, ~~annually,~~ monthly, in advance. Assessment payments shall be due and owing on the first of each month and shall be

deemed late if not paid by the 10th of each month.

15. Proposed amendment to Article 6, Section 6.8 of the Declaration to add an administrative late fee and to reflect the Community's present condition, as follows:

ARTICLE 6

ASSESSMENTS

6.8 Effect of Non-payment of Assessments. ~~All notices of Assessments from the Association to the Owners shall designate when the Assessment is due and payable.~~ If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. In addition, the Association may charge an administrative late fee, not to exceed the highest amount allowed by law, if any. The Assessment, together with interest thereon, the late fee and the cost of collection thereof, including attorney's fees, shall be a continuing lien against the Villa against which the Assessment is made and shall also be the continuing personal obligation of the Villa Owner. The Association may also record a claim of lien in the public records of the County, setting forth the amount of the unpaid Assessment, Administrative late fee and the rate of interest due thereon. If an Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Villa in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligations of the Villa Owner. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees incurred by the Association. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Villa shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments and shall be held liable and responsible for the payment of any delinquent Assessments applicable to the Villa.

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16. Proposed amendment to Article 6 of the Declaration to delete Section 6.11 in its entirety and renumber the remaining Sections, so as to reflect the Community's present condition.

17. Proposed amendment to Article 7 of the Declaration to delete the last paragraph of said Article in its entirety, so as to reflect the Community's present condition.

18. Proposed amendment to Article 8, Sections 8.1 and 8.2 of the Declaration, to reflect the Community present condition, as follows:

ARTICLE 8

USE RESTRICTIONS

The Villas and the Common Property shall be subject to the following restrictions:

8.1 Residential Use. Except as provided hereinbelow, each Villa shall be used only as a single family, private residential dwelling and for no other purpose. The term "family" shall mean and refer to persons related by blood or marriage. Whenever any Villa is owned by a non-natural person such as, but not limited to, a corporation or partnership or other entity (~~other than Developer~~), the agent of such entity shall notify the Association of the name of the particular family or individual who shall be entitled to reside in the Villa. Such notification shall be in writing and shall be given to the Association no later than twenty (20) days following acquisition of the Villa. Upon demand by the Association to the non-natural entity to remove any party who has been given permission to use the Villa for failure to comply with the terms and conditions of the above mentioned documents, the Villa Owner shall forthwith cause such occupying party to vacate the Villa. No Villa shall be permanently occupied by more than three (3) adults (i.e., persons over the age of 21), nor shall any Villa be occupied by more than six (6) persons at any one time.

8.2 Commercial Activities. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on within any Villa, ~~except as to those uses made by the Developer.~~

19. Proposed amendment to Article 8, Sections 8.3.1 and 8.3.2 of the Declaration, to define commercial vehicles, as follows:

ARTICLE 8

USE RESTRICTIONS

8.3 Vehicle Parking.

8.3.1 Recreational and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, motorcycles, mobile homes or other

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habitable motor vehicles, except four-wheel passenger vehicles, may be placed, parked or stored upon any portion of Coral Palms, nor shall any maintenance or repair be performed upon any boat or motor vehicle in Coral Palms. Notwithstanding the foregoing, service and delivery vehicles may park in the parking areas of Coral Palms as needed for providing services or deliveries to the Villas. No loud or obnoxious vehicles shall be permitted within Coral Palms at any time. For the purpose of this paragraph, a commercial vehicle is defined to be any vehicle with exterior lettering or symbols, referencing a trade or product and/or carrying exposed tools or materials used in a trade or business.

8.3.2 Passenger Automobiles. Automobiles of Villa Owners excluding those identified under paragraph 8.3.1 may be parked, placed or stored only in the designated parking space for the Owner's Villa. Guest and invitees of Villa Owners may park their automobiles, on a temporary basis, in parking spaces designated for guests. No vehicle of any kind shall be placed, parked or stored on any portion of the Common Property except areas specifically designated for parking.

20. Proposed amendment to Article 8, Section 8.3.7 of the Declaration, to designate a sign display area, as follows:

ARTICLE 8

USE RESTRICTIONS

8.3.6 Signs. ~~Except in connection with the development and sales of property throughout Coral Palms by Developer, no~~ signs, advertisements or notices of any kind, including without limitation "For Sale" or "For Rent" signs shall be displayed to the public view, except with the prior written approval of the Association on that location and format determined by Board Rule.

21. Proposed amendment to Article 8, Sections 8.3.7 and 8.3.10 of the Declaration, to reflect the Community's present condition, as follows:

ARTICLE 8

USE RESTRICTIONS

8.3.7 Improvements. No Villa Owner, ~~other than Developer~~ shall construct any Improvements within Coral Palms, or make any alteration or modification to existing Improvements, without the prior written consent of the Association.

Section 8.3.10 to be deleted in its entirety and renumber the subsequent Sections.

...

22. Proposed amendment to Article 8, Sections 8.3.12 of the Declaration, to designate a pet walk area, as follows:

ARTICLE 8

USE RESTRICTIONS

8.3.12~~1~~ Pets. Dogs and cats weighing no more than thirty (30) pounds may be kept as pets by Villa Owners; provided, however, that dogs shall be kept on a leash and under the control of the Villa Owner at all times when outside the Villa, and provided further that the Villa Owner shall be responsible for cleaning up after his pets. The Association shall designate by Board Rule an area to be used exclusively by pet owner for the walking of pets. Any pet appearing to be vicious, or which is otherwise a nuisance to other Villa Owners, may be permanently removed from Coral Palms at the discretion of the Board of Directors.

23. Proposed amendment to Article 11 of the Declaration, to delete said Article 11 in its entirety and renumber the subsequent Articles accordingly, to reflect the Community's present condition.

24. Proposed amendment to Article 12, Sections 12.1, 12.2.1, 12.4, 12.5, 12.6, 12.7, 12.9 and 12.9.1 of the Declaration to reflect the Community's present condition, as follows:

ARTICLE 12

GENERAL PROVISIONS

12.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, ~~Developer or~~ the Association may be assigned, in whole or in part, by ~~Developer or~~ the Association, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were ~~was~~ ~~Developer or~~ the Association prior to the assignment, and ~~Developer or~~ the Association shall be relieved and released of all obligations to the extent of such assignment.

...

12.2.1 Except as provided hereinbelow, an amendment initiated by any party

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~~other than Developer must obtain the approval of at least seventy-five (75%) percent of the votes of members; provided however, that until such time as Developer relinquishes control of the Association, as described hereinabove, all amendments must include the approval of Developer.~~

Section 12.2.2 is deleted in its entirety and renumber subsequent paragraphs.

...

12.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Villa Owners, and shall insure to the benefit of ~~Developer~~, the Association and the Villa Owners.

12.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate the same and/or against the property subject hereto to enforce any lien created by this Declaration. In the event that ~~Developer~~ and the Association fail to enforce the terms of this Declaration, then any member may do so. The failure or refusal of ~~Developer~~, the Association or any member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

Section 12.6 is deleted in its entirety, and renumber subsequent paragraphs.

Section 12.7 is deleted in its entirety, and renumber subsequent paragraphs.

...

12.9 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail, return receipt requested, addressed as follows:

12.9.1 ~~To the Developer:~~

~~Coral Palms, Ltd.
6421 Congress Avenue, Suite 107
Boca Raton, Florida 33487~~

To the Association:

Coral Palms Homeowners Association, Inc.
6700 N.W. 88th Avenue
Tamarac, Florida 33321

To Villa Owners:

The last known address of the Villa Owner as it appears on the records of the Association at the time of such delivery or mailing.

...

25. Proposed amendment to delete the existing Section 4.1 of the Bylaws in its entirety and substitute the following so as to modify the Board configuration, as follows:

4. DIRECTORS.

...

4.1 Board Term and Membership. The affairs of the Association shall be governed by a Board of five (5) Directors elected for a period of two (2) years on staggered terms. The initial election shall seat the three (3) highest vote recipients for a term of two (2) years and the succeeding two (2) highest vote recipients for a term of one (1) year. Thereafter, annual elections shall alternate between three (3) and five (5) person vacancies for the two (2) year terms. Directors shall be members of the Association.

...

26. Proposed amendment to Section 4.4 of the Bylaws to provide for a two (2) year term, as follows:

4. DIRECTORS.

...

4.4 TERM. Except as provided herein to the contrary, the term of each Director's service shall extend until the completion of the two (2) year term or, in the case of an individual appointed to fill a vacancy, until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

...

27. Proposed amendment to Section 4.16 of the Bylaws to reflect the Community's

present condition, as follows:

4. DIRECTORS.

4.16 EXECUTIVE COMMITTEE: OTHER COMMITTEES. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Resort Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Villa Owners to meet the Common Expenses, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Resort Property, or (d) to exercise any of the powers set forth in paragraphs (g) and (p) of Section 5 below.

28. Proposed amendment to Sections 5(k), 5(m) and 5(n) of the Bylaws, to reflect the Community's present condition, as follows:

5. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

...

(k) Enforcing obligations of the Villa Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project Association and Property.

...

Section 5(m) of the Bylaws is deleted in its entirety and reletter accordingly.

...

(nn) Contracting for the management of the Project and delegating to such independent contractor such powers and duties of the Board of Directors as the Board may deem appropriate under the circumstances, except those which may be required by the Declaration, the Articles or these By-Laws to be approved by the Board of Directors or by the Villa Owners; contracting for the management or operation of portions of the Property susceptible to separate management or operation; and granting concessions for

the purpose of providing services to the Villa Owners. In exercising this power, the Association may contract with affiliates of itself ~~and of the Developer.~~

29. Proposed amendment to Section 5(n) of the Bylaws, to increase the late fee charge to the highest amount allowed by law, as follows:

5. POWERS AND DUTIES.

(ep) Imposing a lawful fee in connection with the approval of the transfer, lease or sale of Villas, not to exceed \$50 the highest amount allowed by law in any one case.

30. Proposed amendment to Section 6.1 of the Bylaws to require Villa ownership to be an officer, as follows:

6. OFFICERS.

6.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director and a Treasurer, and a Secretary (~~neither of whom need~~ who shall be Directors), all of whom shall be elected by and from the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be a Vice President or the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. ~~Such other officers need not be Villa Owners.~~ All officers must be Villa Owners.

31. Proposed amendment to Section 9.1(a) of the Bylaws to require a reserve fund, as follows:

9. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1(a) ADOPTION BY BOARD; ITEMS. The Board of Directors shall from time to time, and at least annually, prepare a detailed budget for the Association, determine the amount of Assessments payable by the Villa Owners to meet the Common

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Expenses of and allocate and assess such expenses among the Villa Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, ~~unless waived by the Board.~~ The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

...

32. Proposed amendment to Sections 9.2 and 9.4 of the Bylaws to change the assessments from annual to monthly, as follows:

9. FISCAL MANAGEMENT.

...

9.2 ASSESSMENTS. Assessments against the Villa Owners for their share of the items of the Budget shall be made ~~annually~~ monthly for the applicable fiscal year. Such Assessments shall be due in full on or before January 15 of each year. If the annual Assessment is not determined by the Board as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and shall be due on or before the next payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors.

...

9.4 ASSESSMENT FOR EMERGENCIES. Assessments for Common Expenses for emergencies that cannot be paid from the annual monthly Assessments for Common Expenses shall be due upon proper notice of such Assessment and its purpose to the Villa Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

...

33. Proposed amendment to Sections 12.3 and 12.4 of the Bylaws, to reflect the Community's present condition, as follows:

12. AMENDMENTS. Except as otherwise provided in the Declaration these By-Laws may be amended in the following manner:

...

12.3 PROVISO. No amendment may be adopted which would eliminate, modify,

prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer (including, without limitation, any rights related to the Developer's use or access to, or enjoyment of, any Villas owned by the Developer) or any Institutional Mortgagee without the consent of the Developer and the Institutional Mortgagee in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

...

12.4 EXECUTION. A copy of each amendment shall be attached to a certificate certifying that the adjustment was duly adopted as an amendment to the ByLaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer.

34. Proposed amendment to Section 13 of the Bylaws to reflect the Community's present condition, as follows:

13. RULES AND REGULATIONS. The Board of Directors may, from time to time, create, modify, amend or add rules and regulations concerning the use of portions of the Project Association and the Property. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Villa Owner not less than thirty (30) days prior to the effective date thereof. ~~At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.~~

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

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W/C TRI-COUNTY for: --

James L. Case, P.A.
2810 East Oakland Park Blvd
Ft. Laud, FL 33306

95-283405
07-05-95

09:35AM



This Document was prepared by:
James L. Case, Esquire
JAMES L. CASE, P.A.
2810 East Oakland Park Boulevard
Suite 102
Fort Lauderdale, Florida 33306

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS
OF
CORAL PALM HOMEOWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the attached amendment to the Declaration of Covenants of CORAL PALM HOMEOWNER'S ASSOCIATION, INC., a residential community with permanent common areas and community facilities for the benefit of said community, as recorded in Official Records Book 21056, Page 773 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in the Declaration of Covenants.

CORAL SPRINGS DEVELOPMENT, INC.

By: *Henry Weiss*
Henry Weiss, President
9796 Royal Palm Boulevard
Coral Springs, Florida 33065

Attest: *Carol Weiss*
Carol Weiss, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was acknowledged this 29th day of June, 1995, by Henry Weiss, President of Coral Springs Development, Inc., who is personally known to me and who did take an oath

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AMENDMENT TO
DECLARATION OF COVENANTS
OF
CORAL PALM HOMEOWNER'S ASSOCIATION, INC.

CORAL PALM HOMEOWNER'S ASSOCIATION, INC.'s Declaration of Covenants, paragraph number 2.03 Classes of Membership, shall be amended, as follows:

Paragraph #B. Class B Membership The Class B Member shall be Declarant and shall be entitled to two (2) votes for each vote of Class A Membership of the Association. The Class B Membership (Declarant's weighted vote) shall cease and be converted to Class A Membership upon the occurrence of the earlier of the following events:

(1) Ninety-Five Percent (95%) of the units are deeded to homeowners; or

(2) On June 30, 1996

The effective date of the foregoing is June 26, 1995.

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

BK23639PG0102

Signed, sealed and delivered
in the presence of:

CORAL PALMS, LTD., a Florida
limited partnership

By: FLORIDA PROFESSIONAL
EQUITIES, INC., a Florida
corporation, as General
Partner

Angela Bailey
Print: Angela Bailey

Hedra O. Bennett
Print: Hedra O. Bennett

By: Alex C. Cameron
Alex C. Cameron,
Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me
this 16th day of MARCH, 1992, by Alex C. Cameron, the
Vice President of FLORIDA PROFESSIONAL EQUITIES, INC., a Florida
corporation, as General Partner of CORAL PALMS, LTD., a Florida
limited partnership, on behalf of the partnership. The
above-named individual is personally known to me or has
produced the following identification which is current or has
been issued within the past five years and bears a serial or
other identifying number and did not take an oath:

- the sworn written statement of a credible witness (who
is presently known to the Notary) that the signer is
personally known to the witness;
- a driver's license or non-driver's ID issued by Florida
or any other U.S. state;
- a U.S. passport or a foreign passport stamped by the
U.S. Immigration and Naturalization Service;
- a U.S. military ID;
- a Canadian or Mexican driver's license issued by an
official agency;

KAREN L. JURIK
Print Name: KAREN L. JURIK
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: AA 10580624
My commission expires: 3/21/93

(Notarial Seal)

Notary Public
State of Florida at Large
My Commission Expires:
March 21, 1993

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

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This instrument was prepared by
and should be returned to:
Lewis F. Crippen, Esquire
Gunster, Yoakley & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
P.O. Box 4587
West Palm Beach, Florida 33402-4587

33/795
031092

FIRST AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR CORAL PALMS

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR CORAL PALMS, made and executed this 11th day of MARCH, 1992, by CORAL PALMS, LTD., a Florida limited partnership (the "Developer"),

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of that real property described in the Declaration of Protective Covenants and Restrictions for Coral Palms dated June 26, 1991 and recorded in Official Records Book 18525, Page 752, Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Developer wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to Section 12.2.2 of the Declaration, the Developer hereby amends the Declaration as follows:

1. Section 8.1 of the Declaration, entitled "Residential Use" is hereby amended by the addition of the following:

"No Villa shall be permanently occupied by more than three (3) adults (i.e., persons over the age of 21), nor shall any Villa be occupied by more than six (6) persons at any one time."

2. The reference to "51%" contained in Subsection 12.2.1 of the Declaration is hereby changed to "seventy-five percent (75%)."

Except as modified hereby, the Declaration shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to be executed in its name on the day and year first above written.

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ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
BRITISH COLONIAL RESORT VILLAS HOMEOWNERS ASSOCIATION, INC.

1. The name of the corporation is BRITISH COLONIAL RESORT VILLAS HOMEOWNERS ASSOCIATION, INC.


2. Article I of the Articles of Incorporation of BRITISH COLONIAL RESORT VILLAS HOMEOWNERS ASSOCIATION, INC. is hereby amended to read as follows:

"Article I

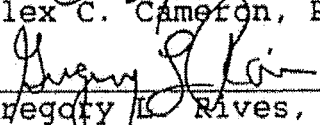
Name

The name of the corporation is CORAL PALMS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association", and its duration shall be perpetual. The business address for this corporation is: 6700 N.W. 88th Avenue, Tamarac, FL 33321."

3. The foregoing amendment was adopted by the Board of Directors of BRITISH COLONIAL RESORT VILLAS HOMEOWNERS ASSOCIATION, INC. by Consent in Lieu of Special Meeting dated April 30, 1991.



Alex C. Cameron, President



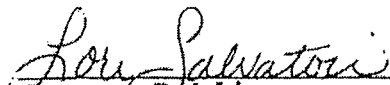
Gregory L. Rives, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, a Notary Public authorized to take acknowledgement in the State and County set forth above, personally appeared Alex C. Cameron and Gregory L. Rives, known to me and known by me to be the persons who executed the foregoing Amendment to Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 30th day of APRIL, 1991.

Prepared by:
Lewis F. Crippen, Esq.
c/o Gunster, Yoakley & Stewart, PA
777 S. Flagler Dr #500East
West Palm Beach, FL 33401
Tel 7 6500519
Bar #0236837
114/939



Notary Public
My Commission Expires:

(Seal)

Notary Public, State of Florida
My Commission Expires April 26, 1994
Bonded Thru Troy Pain - Insurance Inc.

BY-LAWS

OF

CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS OF
CORAL PALMS HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

1. IDENTITY. These are the By-Laws of Coral Palms Homeowners Association, Inc. ("Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain residential community located in Broward County, Florida and known as Coral Palms ("Project").

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be 6700 N.W. 88th Avenue, Tamarac, Florida 33321 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 FISCAL YEAR. The fiscal year of the Association shall commence January 1 and terminate December 31 of each year.

1.3 SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. DEFINITIONS. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Protective Covenants and Restrictions for Coral Palms ("Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. MEMBERS.

3.1 ANNUAL MEETING. The annual members' meeting shall be held in December of each year on the date, at the place and at the time determined by the Board of Directors. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Villa Owners in advance thereof.

3.2 SPECIAL MEETINGS. Special meetings of Members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the

President or Secretary upon receipt of a written request from a majority of the Members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 NOTICE OF MEETING; WAIVER OF NOTICE. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place in the Project Property. The notice of the annual meeting shall be sent by mail to each Member, unless the right is waived in writing. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by the Affidavit of an officer of the Association, and proof of mailing of the notice shall be given by retention of post office receipts. Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 QUORUM. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of not less than a majority of all Members.

3.5 VOTING.

(a) NUMBER OF VOTES. The Association shall have one (1) class of voting membership. Each Villa Owner shall be entitled to one (1) vote for each Villa owned. Votes may be exercised or cast by a Member in person or by proxy. Proxies must be filed with the Secretary of the Association prior to the meeting. Subject to Section 3.6 below, a proxy shall be valid and entitle the holder thereof to vote until the Secretary shall have received a written revocation of such proxy executed by the grantor of the proxy, or until the death or legal incompetence of the grantor. When more than one (1) person owns a Villa, all such persons shall be Members, but in no event shall more than one (1) vote per Villa be cast.

(b) MAJORITY VOTE. The acts approved by a majority of those voting Members present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

(c) VOTING MEMBERS. If a Villa is owned by one person, his right to vote shall be established by a roster of Members. If a Villa is owned by more than one person, the person entitled to cast the vote(s) for the Villa shall be designated by a certificate signed by all of the record owners of the Villa according to the roster of Villa Owners and filed with the Secretary of the Association. Such person must be a Villa Owner. If a Villa is owned by a corporation, the person entitled to cast the vote(s) for the Villa shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. If a Villa is owned by a general or limited partnership, the person entitled to cast the vote(s) for the Villa shall be designated by a certificate signed by the partners of the general partnership or the general partner(s) of the limited partnership and filed with the Secretary of the Association. Such person so designated by a corporation or partnership need not be a Villa Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Villa concerned. A certificate designating the person entitled to cast the vote(s) for a Villa may be revoked by the Villa Owner. If a certificate designating the person entitled to cast the vote(s) for a Villa for which such certificate is required is not on file or has been revoked, the Owner(s) of such Villa shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Villa is owned jointly by a husband and wife. If a Villa is owned jointly by a husband and wife, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote just as though he or she owned the Villa individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote.

3.6 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and

any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote(s) for the particular Villa, and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Villa Owners.

3.7 ADJOURNED MEETINGS. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.







