

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of
IN THE PINES HOMEOWNERS ASSOCIATION, INC., a Florida corporation,
filed on June 2, 1999, as shown by the records of this office.

The document number of this corporation is N99000009422

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of June, 1999.



CR2E022 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

OF

IN THE PINES HOMEOWNERS ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)

FILED
99 JUN -2 PM 4:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 817, Florida Statutes, and certify as follows:

ARTICLE I
NAME

The name of this corporation is IN THE PINES HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II
PURPOSE

The purpose for which this Association is organized is the operation and management of that certain real estate development which is to be or may be created upon lands located in Broward County, Florida, (the "Properties"), and subject to the Declaration of Declaration of Protective Covenants and Restrictions for In The Pines (the "Declaration") to be recorded in the Public Records of Broward County, Florida.

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the Properties in accordance with the terms, provisions, conditions and authorizations, contained in these Articles of Incorporation, and which may be contained in the Declaration, both of which will be recorded among the Public Records of Broward County, Florida, encompassing the real property described above and the improvements thereon that are submitted to Association ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration

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of the Association. All terms set forth in these Articles and defined in the Declaration shall have such meanings as are therein set forth.

ARTICLE III POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration and the By-Laws of the Association. In addition, all powers of the Association conferred by the Declaration are incorporated into these Articles by reference.

2. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Broward County, Florida and in the By-Laws as they may hereafter be amended. Without limiting the generality of the foregoing, the Association shall have power:

(a) The irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Lot or Lots. Each Lot Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

(b) The power to make and collect Assessments and other charges against Lot Owners and to lease, maintain, repair and replace the Common Elements and the power to permit the temporary exclusive use by specific Owners or occupants and their guests of portions of the Common Elements for parties or other purposes, subject to reasonable regulation by the Board and reasonable charges or escrows to guarantee clean-up and repair of damages;

(c) The duty to maintain accounting records according to accounting practices normally used by similar associations, which records shall be open to inspection by Lot Owners and their authorized representatives at during normal business hours.

(d) To contract for the management and maintenance of the Properties and to authorize a management agent, who may be an affiliate of the

Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Administration and of the votes of Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Lot Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Lots without the prior written consent of the Developer.

(f) The duty to obtain and maintain adequate insurance to protect the Association, the Common Elements and the Properties.

(g) Subsequent to the recording of the Declaration, the Association, when authorized by a majority of the votes of Owners represented at a meeting at which a quorum has been attained, shall have the power to convey, lease, and mortgage property owned by the Association and to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities (including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Association) intended to provide for the use or benefit of the Lot Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses. No actions authorized hereunder, however, may be taken as long as the Developer owns any Lots without the prior written consent of the Developer.

(h) The power to adopt and amend rules and regulations covering the details of the operation and use of the Properties.

(i) The power to employ personnel (part-time or full-time), and if part-time, such personnel may be employees of other associations and the allocation of their compensation shall be equitably apportioned among the associations for which such employee provides services.

(j) The power to purchase Lots in the Development and to acquire, hold, lease, mortgage and convey the same and the power to acquire real property.

(k) The power to grant, modify or move any easement if the easement constitutes part of or crosses the Common Elements.

(l) The duty to maintain the official records of the association.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, administrators or officers, except that it may pay reasonable salaries or compensation to such of its officers as it deems proper from time to time.

5. While the Developer (defined below) still holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessment of the Developer as a Lot Owner for capital improvements.

(b) Any action that would be detrimental to the sales of Lots by the Developer.

6. The powers of the Association shall be subject to and shall be exercised in accordance with the provision hereof and of the Declaration, the By-Laws and the Act.

7. Any emergency actions shall be noticed and ratified at the next regular meeting of the Board.

ARTICLE IV

DUTIES

The Association shall have the duty to operate and manage the Properties. Without limiting the generality of the foregoing, these duties shall include the following:

1. The Association shall adopt a rule and regulation concerning the posting of notices of Board meetings and the annual meeting.

2. The Association shall maintain an adequate number of copies of the Association documents, and all amendments to the foregoing, on the Properties, to ensure their availability to owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

3. The Association shall ensure that the following contracts shall be in writing:

- (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
- (b) Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by Florida Statutes or administrative rules as amended from time to time.

ARTICLE V

MEMBERS

1. All Lot Owners shall be members of the Association.

2. Membership in the Association shall be established by recording in the Public Records of Broward County, Florida, an instrument or deed establishing a fee simple interest in a Lot within the Development and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association if his purchase was in compliance with the Declaration. The membership of the prior owner shall thereby terminate. The Developer, to the extent of its ownership of Lots, is a member of the Association, holding memberships equal to the number of unsold Lots it holds.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Lot.

4. Each Member of the Association shall be entitled to one (1) vote for each Lot owned by such member, except that any Member that shall construct one Dwelling Unit on one or more Lots shall only be entitled to one vote for each Dwelling Unit. If a Lot is jointly owned by two or more persons (or by a corporation), the joint

owners or the corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each Lot so owned in the manner as provided in the By-Laws. Voting rights will be exercised in the manner provided by the By-Laws of the Association. Fractional voting is absolutely prohibited.

6. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE VI

DURATION

The Association shall have perpetual existence.

ARTICLE VII

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 800 North Federal Highway, Suite 460, Boca Raton, Florida 33432, but thereafter may be located at such other suitable and convenient place as shall be permitted by law and designated by the Board.

ARTICLE VIII

MANAGEMENT

The affairs of the Association shall be managed by the President with the assistance of the Vice President, Secretary and Treasurer and other officers, if any, subject to the direction of the Board. The Board, or the President with the approval of the Board, may employ a managing agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Association. Any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or an Administrator or officer of the Association.

ARTICLE IX

BOARD OF ADMINISTRATION

1. Number of Administrators and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-laws. Each administrator must be a member of the Association or a spouse of a member. Other provisions regarding qualifications of administrators are contained in the By-laws. The number of Administrators on the first Board shall be three (3). The number on succeeding Boards shall be as provided from time to time in the By-laws. The Administrators shall be elected by the members of the Association at their annual meeting as provided in the By-laws. At least a majority of the Board shall be members of the Association or shall be authorized representatives, officers or employees of corporate members.

2. First Board. The names and post office addresses of the first Board who, subject to the provisions of these Articles of Incorporation, the By-laws, and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until their successors are elected and have qualified, are as follows:

Name	Address
Mark D. Rothenberg	900 North Federal Highway, Suite 400 Boca Raton, FL 33432
Larry A. Rothenberg	900 North Federal Highway, Suite 400 Boca Raton, FL 33432
Elsa Stephenson	900 North Federal Highway, Suite 400 Boca Raton, FL 33432

The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the Board duly elected by the membership after the Declaration has been recorded, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board in accordance with all applicable Association documents.

ARTICLE X

OFFICERS

The Board shall elect annually a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board and be an Administrator but no other officer need be a member or Administrator. The same person may hold two offices, except for the following combinations: (1) President and Vice President; (2) President and Secretary or Assistant Secretary.

The officers who shall serve until the first election under the Articles of Incorporation shall be the following:

Name	Address
Mark D. Rothenberg	900 North Federal Highway, Suite 480 Boca Raton, FL 33432
Larry A. Rothenberg	900 North Federal Highway, Suite 480 Boca Raton, FL 33432

ARTICLE XI

BYLAWS

The original Bylaws of the Association shall be adopted by the Board of Administrators designated herein. Thereafter, the Bylaws may be altered or rescinded only in such manner as the Bylaws may provide by the members.

ARTICLE XII

INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an administrator, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, if he

acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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

3. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the administrator, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Administrators by a majority vote of a quorum consisting of administrators who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested administrators so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

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

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled.

under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be an administrator, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

ARTICLE XIII

AMENDMENTS

1. Proposed Notice of Meeting. Amendment(s) to these Articles of Incorporation may be proposed by the Board acting upon a majority vote or by the members of the Association owning two-thirds (2/3) of the Lots, whether by vote at a meeting or by instrument signed by them. Upon the proposal of any amendment(s) by the Board or members, such proposed amendment(s) shall be transmitted to the President (or other officer in the President's absence) who thereupon shall call a special meeting of the members for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment(s). The Secretary shall give each member written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form and shall post notice of the meeting in a conspicuous place on the Common Elements at least fourteen (14) continuous days prior to the meeting. Such notice shall be mailed or presented personally to each member not less than fourteen (14) nor more than thirty (30) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Any member may waive such notice in writing which waiver when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the receipt of such notice by such member.

2. Method of Approval. At an amendment meeting, the affirmative vote of members owning not fewer than two-thirds (2/3) of the Lots shall be required for the approval of any proposed amendment.

A member may submit his written vote concerning any proposed amendment(s) in lieu of attending the meeting or in lieu of being represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

In the event that the members owning the number of Lots necessary to pass any amendment(s) to these Articles of Incorporation shall execute an instrument amending these Articles of Incorporation, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for a meeting to be held.

3. Registration. Upon approval, such amendment(s) shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State. Upon such registration, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date of registration.

4. Prohibition of Certain Amendments. Notwithstanding the foregoing provisions of this Article, no amendment to change, amend or alter the rights of the Association to contract with Developer as herein provided or the right of Developer to designate and select members of the Board may be adopted without the prior written consent of Developer. In addition, no amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.

ARTICLE XIV

REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within the State for the Association is HARRY A. BROTENBERG, P.A., 900 North Federal Highway, Suite 650, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the subscriber has hereunto set his hand and seals this 28 day of May, 1998.


HARRY A. BROTENBERG

STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 28 day of
May, 1999, by Larry A. Rothenberg, who is personally known to me and
who did not take an oath.

NOTARY PUBLIC:

Sign:

Print:

Lorraine Falcone Jones
LORRAINE FALCONE JONES

State of Florida at Large



My Commission Expires:

Notary 1132.021

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been designated as registered agent for IN THE PINES HOMEOWNERS ASSOCIATION, INC. in the foregoing Articles of Incorporation, I, on behalf of IN THE PINES HOMEOWNERS ASSOCIATION, INC., hereby agree to accept service of process for said corporation and to comply with all statutes relative to the complete and proper performance of the duties of a registered agent. I am familiar with and accept the obligations of that position.

LARRY A. ROTHENBERG, P.A.

BY: 
LARRY A. ROTHENBERG

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS OF
IN THE PINES
HOMEOWNERS ASSOCIATION, INC.

**BYLAWS OF
IN THE PINES HOMEOWNERS ASSOCIATION, INC.**

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**BYLAWS OF
IN THE PINES HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not for Profit Under
the Laws of the State of Florida**

ARTICLE I

APPLICABILITY

A. **Scope.** These Bylaws shall be applicable to IN THE PINES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "the Association"), a not for profit corporation organized and existing under the laws of the State of Florida, which Association has been organized for the purpose of providing for the acquisition, construction, management, maintenance and care of IN THE PINES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "the Community").

These Bylaws are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Protective Covenants and restrictions for In The Pines Condominium (hereinafter referred to as "the Declaration").

All of the terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

B. **Compliance.** Each present and future owner and tenant, guest, licensee, servant, agent, employee and any other person who shall be permitted to use the facilities of the Association or a Lot shall comply strictly with these Bylaws and the Rules and Regulations issued by the Association, as such may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration and the deed to the Lot. Ownership, rental or occupancy of any Lot conclusively shall be deemed to mean that the owner, tenant or occupant has accepted and ratified these Bylaws and the Rules and Regulations of the Association and will comply with them. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association on behalf of the Lot Owners.

ARTICLE II

PRINCIPAL OFFICE AND SEAL

A. **Principal Office.** The principal office of the Association shall be located initially at 900 North Federal Highway, Suite 460, Boca Raton, Florida 33432, but thereafter may be located at

such other suitable and convenient place as shall be permitted by law and designated by the Board of Administrators.

B. **Seal.** The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation.

ARTICLE III

MEMBERS AND MEMBERSHIP

A. **In General.** The requirements and procedures for admission, voting and termination of membership set forth in the Articles of Incorporation are incorporated herein by reference.

B. **Designation of Voting Member.** If a Lot is owned by one person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the president or vice president of the corporation and attested by the corporate secretary or assistant secretary and filed with the Secretary of the Association. The person so designated to cast the vote for a Lot shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except to such Lot as owned by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned.

A husband and wife owning a Lot jointly shall have the following options:

1. They may designate a Voting Member who may cast their vote and be counted for purposes of a quorum.
2. If they do not designate a Voting Member and 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.
3. If they do not designate a Voting Member and only one is present at a meeting, the spouse who is present may cast the Lot vote without establishing the concurrence of the absent spouse.

Should two (2) or more Lots be used by a single owner as one (1) Dwelling Unit, by connecting the same in a manner approved by the Board, the owner of such Lots shall only be entitled to one (1) vote.

C. **Limitations on Membership.** Except as otherwise provided, membership in the Association shall be limited to the Lot owners or co-owners.

In the event that a member shall lease or permit another to occupy his Lot, the tenant or occupant shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member nor shall such tenant or occupant be counted for purposes of a quorum.

Each transfer of title to a Lot in accordance with the Declaration and Articles of Incorporation of the Association shall include membership in the Association, and upon making such transfer, the previous owner's membership shall terminate automatically.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

D. **Voting; Proxies.** Each member shall be entitled to one vote for his particular Lot on each matter for which a vote is taken. All decisions, unless otherwise provided herein or in the Declaration, shall require for passage the affirmative vote of at least a majority of the members present in person or by proxy.

Except as provided herein, votes may be cast either in person or by proxy. Proxies must be in writing and filed with the Secretary before the time appointed for each meeting in the notice thereof. Proxies shall be valid only for the particular meeting designated thereon. Except as specifically provided by law, members may not vote by general proxy. The proxy form must conform to any laws and applicable administrative rules as amended from time to time.

Approval or disapproval by a Lot Owner upon any matter, whether or not the subject of an Association meeting, shall be expressed by the Voting Member.

If a quorum exists, action on a matter (other than the election of administrators) by the Members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Declaration, Articles of Incorporation, these By-Laws or applicable law require a greater number of affirmative votes.

E. **Annual Meetings.** Annual meetings of the Members shall be held on the 1st Tuesday of March at the office of the Association for the purpose of electing the Board and transacting such other business as may properly come before the meeting.

F. **Special Meetings.** Except for meetings concerning the Budget or the removal of Board members, special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board, and must be called by such officers upon receipt of a written request from Members of the Association owning twenty-five percent (25%) of the Dwelling Units.

G. **Location of Meetings.** All annual and special meetings shall be held at the principal office of the Association or at such other suitable and convenient place as may from time to time be fixed by the Board and designated in the notices of such meetings.

H. **Notices.** The Secretary shall mail notices of annual and special meetings to each Member at his or her last known post office address as shown on the records of the Association, by ordinary mail, postage prepaid. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the Members or left at their residences in their absence. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him or her.

Any Member may waive in writing such notice; and such waiver, when filed in the records of the Association, shall be deemed equivalent to the receipt of such notice by such Member. Attendance at a meeting either in person or by proxy constitutes waiver of notice.

I. **Quorum.** Members owning fifty percent (50%) of the Dwelling Units shall constitute a quorum. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

J. **Conduct of Meetings.**

1. The President, or in his absence, the Vice President, shall preside at all meetings; and, in the absence of both of them, the presiding officer shall be the officer designated by the Board.

2. The order of business at annual meetings and, as far as practical, at other meetings shall be:

- a. Roll call and proxy certification;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading and disposal of any unapproved minutes;
- d. Report of officers;
- e. Reports of committees;
- f. Appointment of inspectors of election by chairman;
- g. Election of Administrators;
- h. Unfinished business;

- i. New business;
- j. Adjournment.

3. Any Member may speak with reference to all designated agenda items, subject to reasonable written rules and regulations adopted by the Board of Administration governing the frequency, duration and manner of Members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the meeting determine so. A Lot Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable administrative rules and written Board rules on the subject.

4. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members' so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not effect the validity of any action taken at the meeting or any adjournment.

5. Any duly called meeting of the Members may be adjourned to a later date by the vote required under Article III(H) of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given as required by Article III(H) of these By-Laws. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

K. Members' List for Meeting.

1. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its Members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

2. The Members' list must be available for inspection by any Member for a period of ten (10) days prior to the meeting and continuing up to the date of the meeting at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

3. The Association shall make the Members' list available at the meeting, and any Member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.

4. The Members' list is prima facie evidence of the identity of Members entitled to examine the Members' list or to vote at the meeting of members.

5. If the requirements of this section have not been substantially complied with or if the Association refuses to allow a Member or his agent or attorney to inspect the Members' list

before or at the meeting, the following shall apply. The meeting shall be adjourned until such requirements are complied with on the demand of any Member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the Circuit Court of Broward County, Florida on application of the Member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

6. Refusal or failure to comply with the requirements of this section shall not affect the validity of any action taken at the meeting.

ARTICLE IV

BOARD OF ADMINISTRATION

A. **Authority and Composition.** The number of Administrators which shall constitute the whole Board of Administration shall be an odd number not less than three (3) nor more than five (5) Administrators. The first Board shall consist of three (3) Administrators.

B. **Representation.** When Lot Owners other than Developer own fifteen percent (15%) or more of the Lots in the Community that will be operated ultimately by the Association, such Lot Owners shall be entitled to elect not fewer than one-third (1/3) of the members of the Board of Administration (the "Administrators"). Such Lot Owners shall be entitled to elect not fewer than a majority of the Administrators:

1. Three (3) years after fifty percent (50%) of the Lots that will be operated ultimately by the Association have been conveyed to purchasers;

2. Three (3) months after ninety (90%) percent of the Lots that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all the Lots that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Lots have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

Developer shall have the right to elect a majority of the Administrators until the occurrence of any of the above events. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Lots in the same manner as any other Lot Owner except for purposes of reacquiring control of the association or selecting the majority members of the Board of Administration.

The rights reserved to Developer to elect and maintain Administrators may be assigned to and exercised by the successor(s) in interest of Developer.

C. **Election After Turnover.** Within seventy-five (75) days after the Lot Owners other than the Developer are entitled to elect Administrators, the Association shall call, and give not less than sixty (60) days' notice of an election for the Administrators. The election shall proceed as set forth in paragraph d. below. In the event that the Association fails to give proper notice, any Lot Owner may do so.

D. **Election Procedures Generally.** All Administrators not chosen by Developer shall be elected by a plurality of the votes cast at the annual meeting of the Members immediately following Developer's election of the Administrators.

Not less than sixty (60) days before a scheduled election meeting, the Association must send notice to each Owner entitled to vote, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, a first notice of the date of the election. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, written notice of their desire to run for the Board of Administration in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no longer than 8½ inches by 11 inches.

The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the administrative rules of the Community Act as amended from time to time. The Association shall have no liability for the contents of the information sheets prepared by candidates. The Board shall hold a meeting within five (5) days after the deadline for candidates to provide notice to the Association of intent to run, for the purpose of accepting additional nominations. Any Owner or other eligible person may nominate himself or may nominate another Owner or eligible person, if he or she has permission in writing to nominate the other person. Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all Lot Owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any administrative rules applicable to safeguarding the secrecy of ballots. In the election of Administrators, there shall be appurtenant to each Lot as many votes as there are Administrators to be elected. No voting representative of any Lot may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Administrators shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable administrative rules. A newly elected Administrator shall take office immediately upon the adjournment of the election meeting. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of Members to the Board of Administration except that at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. A Lot Owner who needs assistance in casting the ballot for the reasons stated in F.S. 101.051 may obtain assistance in casting the ballot. Any Lot Owner violating this provision may be fined by the Association in accordance with law. The Board of Administration shall

be elected by written ballot or voting machine. Proxies shall not be used in electing Administrators, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Notwithstanding the foregoing to the contrary, the following shall apply:

- a. An election and balloting are not required unless more candidates filed notices of intent to run or are nominated than vacancies exist on the Board. In that event, the Association shall announce the new Administrators at the annual meeting, and all candidates shall take office as Administrators immediately following the adjournment of the annual meeting.
- b. In the event that the membership fills vacancies after recall pursuant to Article V(H) below, then the election of Administrators to fill the vacancies shall be governed by the procedures set forth in the applicable administrative rules.

E. **Vacancies.** Vacancies in the Board may be filled, until the date of the next annual meeting, by a majority vote of the remaining Administrators; except that should any vacancy in the Board be created in any position previously filled by a person elected by Developer, such vacancy shall be filled by Developer by written instrument delivered to any officer of the Association.

F. **Terms of Office.** The term of office of each Administrator, whether elected by Developer or by the membership, shall be the shorter of (i) one (1) year, expiring at the next annual meeting of the membership; (ii) when successors are duly elected and qualified; and (iii) any shorter period in the event of removal in the manner provided herein or by law.

Developer shall have the absolute right to replace any Administrators chosen by it. Such replacement of Administrators shall be made by written instrument delivered to any officer of the Association, specifying the name of each person designated as successor to each Administrator so removed. The removal of any Administrator and designation of his successor shall be effective immediately upon such delivery.

G. **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such time and at such place as shall be fixed at the meeting at which it was elected. No further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

H. **Regular Meeting.** Regular Meetings of the Board shall be held at such time and place as shall be determined from time to time by a majority of the Board. Notice of regular meetings shall be given to each Administrator personally or by mail, telephone or telegram, at least three (3) days prior to the day specified for such meeting.

I. **Special Meetings.** Special Member meetings must be held whenever called by the President or by a majority of the Board of Administrators, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least twenty-five (25%) percent of the Voting Interests of the Membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

J. **Waiver of Notice.** Any Administrator may waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of notice by each such Administrator.

K. **Meetings Open to Lot Owners.** Meetings of the Board whether regular or special, shall be opened to all Lot Owners.

L. **Notice to Lot Owners of Board Meetings.** Adequate notice of all such meetings shall be posted conspicuously on the Community Property at least forty-eight (48) continuous hours in advance of each meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding the use of Lots will be proposed, discussed or approved, shall be mailed or delivered to the Lot Owners and posted conspicuously on the Community Property not less than fourteen (14) days prior to the meeting. The Secretary shall file an affidavit in the Association records confirming such mailing and posting. Upon notice to the Lots Owners, the Board is required to designate a specific location on the Community Property upon which all notices of Board meetings will be posted.

M. **Quorum.** A quorum at a Board meeting shall consist of the Administrators entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the votes present at a meeting at which a quorum is present in person or by telephone communication shall constitute acts of the Board, except as specifically provided otherwise in the Articles of Incorporation, these Bylaws or the Declaration. If any meeting cannot be organized because a quorum has not attended, the Administrators who are present may adjourn the meeting from time to time until a quorum is present. Business which might have been transacted at the adjourned meeting may be transacted at the rescheduled meeting without further notice. Administrators may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

N. **Conduct of Meetings.** The Chairman of the Board, if one has been elected, shall preside over all Board meetings; otherwise the President shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to preside. Administrators may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each member present shall be recorded in the minutes.

O. **Compensation.** Compensation of the Administrators, if any, shall be determined by the Members of the Association.

P. Powers. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles of Incorporation, these Bylaws and the Declaration. Such powers and duties shall include without limitation, the following:

a. The irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Lot or Lots. Each Lot Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

b. The power to make and collect Assessments and other charges against Lot Owners and to lease, maintain, repair and replace the Common Elements and the power to permit the temporary exclusive use by specific Owners or occupants and their guests of portions of the Common Elements for parties or other purposes, subject to reasonable regulation by the Board and reasonable charges or escrows to guarantee clean-up and repair of damages.

c. The duty to maintain accounting records according to accounting practices normally used by similar associations, which records shall be open to inspection by Lot Owners and their authorized representatives at during normal business hours.

d. To contract for the management and maintenance of the Association Property and to authorize a management agent (who may be an affiliate of the Developer and the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Home Owners Documents, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

e. The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Administration and of the votes of Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Lot Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Declarant owns any Lots without the prior written consent of the Declarant.

f. The duty to obtain and maintain adequate insurance to protect the Association, the Common Elements and the Association Property.

g. Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the votes of Owners represented at a meeting at which a quorum has been attained, shall have the power to convey, lease, and mortgage property owned by the Association and to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities (including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Community) intended to provide for the use or benefit of the Lot Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses. No actions authorized hereunder, however, may be taken as long as the Declarant owns any Lots without the prior written consent of the Declarant.

h. The power to adopt and amend rules and regulations covering the details of the operation and use of the Association Property.

i. The power to employ personnel (part-time or full-time), and if part-time, such personnel may be employees of other condominium associations and the allocation of their compensation shall be equitably apportioned among the associations for which such employee provides services.

j. The power to purchase Lots in the Community and to acquire, hold, lease, mortgage and convey the same and the power to acquire real property.

k. The power to grant, modify or move any easement if the easement constitutes part of or crosses the Common Elements.

l. The duty to maintain the official records of the association.

In the event of a conflict, the Declaration shall take precedence over the Articles of Incorporation, By-Laws, and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

Q. **First Board of Administration.** The first Board shall be comprised of three (3) persons designated to act and serve as Administrators in the Articles of Incorporation, who shall serve until their successors are elected at the first annual meeting of the members of the Association called after the Declaration has been duly recorded.

The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such had been authorized by the first duly elected Board, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board in accordance with all applicable Community documents.

Should any member of the first Board be unable to serve for any reason, the remaining members of the Board shall have the right to designate a party to act and serve as Administrator for the unexpired term of the Administrator unable to serve.

ARTICLE V

OFFICERS

A. Enumeration. The Board shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board and shall be an Administrator, but no other officer need be a Member or Administrator. The same person may hold two offices, except for the following combinations: (1) President and Vice President; (2) President and Secretary or Assistant Secretary.

B. Election. The officers shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors have been elected and qualified.

C. The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

E. The Secretary and Assistant Secretary. The Secretary shall: (1) keep the minutes of all proceedings of the Administrators and the Members; (2) attend to the giving and serving of all notices to the Members and Administrators, and such other notices required by law; (3) maintain custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; (4) keep the records of the Association, except those of the Treasurer; and (5) perform all other duties incident to the office of Secretary and as may be required by the Administrators or the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent. The minutes of all meetings of Lot Owners and the Board shall be kept by the Secretary in a book which shall be available for inspection by Lot Owners (or their authorized representatives), and the Administrators at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. In the event both the Secretary and Assistant Secretary are unable to prepare minutes of the Administrators' or Members' meetings or for authenticating the records of the Association, the Board shall delegate such responsibility to another of its officers.

F. **The Treasurer.** The Treasurer shall: (1) have custody of all the property of the Association, including funds, securities and evidences of indebtedness; (2) keep the assessment rolls and accounts of the members; (3) keep the books of the Association in accordance with good accounting practices; and (4) perform all other duties incident to the office of Treasurer.

G. **Compensation.** The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing an Administrator as an employee or from contracting with Administrators for the management of the Community.

H. **Removal.** Any officer may be removed from office at any time, with or without cause, by a majority vote of the Board.

ARTICLE VI

FINANCE

A. **Bank Accounts.** The depository of the Association shall be such bank as is designated from time to time by the Board. Withdrawal of monies from accounts shall be only by checks signed by such persons as are authorized by the Board. All funds shall be maintained separately in the Association's name. Reserve funds shall be maintained separately from operating accounts in financial institutions pursuant to applicable state law. No agent, employee, officer or administrator of the Association shall commingle any Association funds with his or her funds.

B. **Fiscal Year.** The fiscal year shall be the calendar year.

C. **Budget.** The Board shall adopt a detailed budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, without limitation:

1. The common expenses budget, including, without limitation, the estimated amounts necessary for:

- (a) Administration of the Association;
- (b) Management fees;
- (c) Maintenance;
- (d) Rent for recreational and other commonly used facilities;

- (e) Taxes upon Association property;
- (f) Taxes upon leased areas;
- (g) Insurance;
- (h) Security provisions;
- (i) Other expenses;
- (j) Operating capital; and
- (k) Reserves.

2. proposed assessments against each member.

A copy of the proposed budget and proposed assessments and written notice of the time and place of the meeting to consider the budget shall be mailed to each Member at least fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to all Members.

If the budget is amended before the assessments are made, a copy of the amended budget shall be furnished to each Member. Failure to deliver a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessment, nor shall delivery be a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board, at any time, in its sole discretion, to levy any additional assessment if the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or if required by any emergencies.

D. Waiver of Statutory Reserves and Financial Reporting Requirements. The Developer may waive any statutory reserves and any audit requirements for the first two (2) years of Association operation. Thereafter, such requirements may be waived only by a vote of a majority of the Lot Owners voting in person or by limited proxy at an Association meeting. However, a majority of the Voting Interests of the Association may vote to waive financial reporting requirements at any duly called Association meeting.

E. Audits. Except during the first two (2) years of Association operation, the Owners of the majority of the Lots may demand an audit of the accounts of the Association. Such audit shall be made by a certified public accountant. A copy of such accountant's report or other audit shall be furnished to each Member not later than ninety (90) days after it is demanded.

F. Assessments. The Lot Owners shall be assessed their shares of the Common Expenses. Such assessments shall be made against the Lot Owners in such installments and at such

times as may be determined by the Board, which times shall be not less frequently than quarterly, and which amounts shall not be less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

The payment of any such assessment shall be in default if it is not paid on or before its due date. The Administrators shall have the power to accelerate assessments of any Lot Owner who is in default in the payment of assessments. Such accelerated assessments shall include the amounts due for the remainder of the budget year.

An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such accounts shall designate: (1) the name and address of each Owner; (2) the amount of each assessment against each Owner; (3) the dates when assessments come due; (4) the amount paid upon the account; and (5) the balance due upon assessments.

Annual assessments based on the adopted budget shall be paid in monthly installments, in advance, due on the first day of each and every month of each and every year, unless otherwise specified by the Board of Administration. One written notice of the annual assessment shall be provided to all Members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment for that year is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Lot's next due installment.

G. Special Assessments. Special assessments may be imposed by the Board of Administration when needed to meet any proper Common Expense(s) for which there are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The funds collected pursuant to a special assessment shall be used only for the special purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the special purpose or purposes and excess funds remain, the excess funds will be retained by the Association as part of the Common Surplus, and may, at the discretion of the Board, be returned to the owners or applied as a credit toward future assessments. However, if the funds are not used at all for the specific purpose(s) stated in the notice, then those funds not so used, in the stated amount, shall be returned to the owners.

H. Fidelity Bonds. Fidelity bonds shall be required by the Board for all officers and employees of the Association and for any contractor handling or responsible for Association funds. The term "responsible for Association funds" shall include all individuals authorized to sign Association checks and the President, Secretary and Treasurer of the Association. The amount of each such bond shall be in such amounts as shall be required by prevailing law: presently being \$10,000, if the Association's annual gross receipts do not exceed \$100,000; \$30,000 if the Association's annual gross receipts exceed \$100,000 but do not exceed \$300,000; and \$50,000 if the Association's annual gross receipts exceed \$300,000. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

INDEMNIFICATION OF ADMINISTRATORS AND OFFICERS

To the extent permitted by Florida law, every Administrator, committee member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Administrator, or any settlement thereof, whether or not he is an Administrator or officer at the time of incurring such expenses or liabilities, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to all other rights to which such officer or Administrator may be entitled.

ARTICLE VIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the laws of the State of Florida.

ARTICLE IX

RULES AND REGULATIONS

Annexed hereto and made a part hereof are rules and regulations concerning the use of the Community. The Board may from time to time modify, amend or add to such rules and regulations, except that owners of a majority of the Lots present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modification, amendment or addition. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each Lot Owner not less than thirty (30) days prior to the effective date thereof.

ARTICLE X

AMENDMENTS

Amendments to these Bylaws may be proposed by the Board acting upon majority vote or by Members owning a majority of the Lots in the Community, whether meeting as Members or by a writing signed by them.

No Bylaw shall be amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for present text."

Such proposed amendment(s) shall be transmitted to the President (or other officer in the absence of the President) who shall thereupon call a special joint meeting of the Board and the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment(s). The Secretary shall give to each Member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of the Members owning not fewer than two-thirds (2/3) of the Lots in the Community. Thereupon such amendment(s) shall be transcribed, certified by the President and Secretary, and a copy thereof recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date of approval of such amendment(s) by the Members.

At any meeting held to consider such amendment(s), the written vote of any Member shall be recognized even if such Member is neither in attendance nor represented by proxy, provided that such written vote is delivered to the Secretary at or prior to such meeting.

In the event that the Members owning the number of Lots necessary to pass any amendment(s) shall execute any instrument amending these Bylaws, the same shall constitute a valid amendment and it shall not be necessary for the meeting otherwise prescribed above to be held. A copy of such amendment(s), bearing the signature of the Member(s), and certified by the President and the Secretary as being the amendment(s) so adopted by such Members, shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date of the approval of such amendment(s).

Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Notwithstanding the foregoing provisions, no amendment to these Bylaws to abridge, amend or alter the right of Developer to elect Administrators, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

A. **Non-binding Arbitration.** Any dispute between a Lot Owners and the Association shall be submitted to mandatory non-binding arbitration pursuant to FS 718.1255, as said section may be amended from time to time prior to any legal action, with the losing party to bear the cost of the arbitration. Recovery of attorneys' fees by the prevailing party shall be in the discretion of the arbitrator.

ARTICLE XI

COMPLIANCE AND DEFAULT

A. **Violations.** In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration, Bylaws, or the Act, the Association, by direction of its Board, shall notify the Owner of said breach by written notice, transmitted to the Owner of said breach by written notice, transmitted to the Owner at his Lot by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, or the Act, and the Association shall then, at its option, have the following elections:

1. to commence an action in equity to enforce performance on the part of the Owner, or
2. to commence an action at law to recover its damage; or
3. To commence an action in equity for such equitable relief as may be necessary under the circumstances including injunctive relief.

Upon finding by a Court that the Owner was in violation of any of the provisions of the above mentioned documents, the Owner shall reimburse the Association for its reasonable attorneys's fees incurred in bring such action. Failure on the part of the Association to commence an action at law or equity within sixty (60) days from the date of receipt of a written request, signed by an Owner, sent to the Board, shall authorize any Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter.

Without limiting the generality of the foregoing, the Association may levy reasonable fines against a Lot for the failure of the owner of such Lot or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules and regulations of the

Association. No fine shall become a lien against the Lot. No fine shall exceed One Hundred Dollars (\$100.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00) in the aggregate. No fine shall be levied except after the giving of reasonable notice and opportunity for a hearing to the Lot Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Lot Owners. If the committee does not agree with the fine, the fine may not be levied. The requirement of the giving of reasonable notice and an opportunity for a hearing shall only be deemed satisfied provided that the party against whom the fine is sought to be levied shall receive notice of not less than fourteen (14) days and that such notice includes (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, bylaws, or rules which have allegedly been violated; and (iii) a short and plain statement of the matter asserted by the Association. As to a continuing violation, only a single notice and opportunity for hearing shall be required. The party against who the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The foregoing provisions regarding fines shall not apply to unoccupied Lots.

B. **Violations (Monetary)**. In the event an Owner does not pay any sums, charges, or assessments (other than fines) required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board or manager may foreclose the lien encumbering the Lot created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requests. The Association shall have the right to bid-in the Lot at a foreclosure sale and to acquire, hold, mortgage and convey the same.

If the Corporation becomes the owner of a Lot by reason of foreclosure, it shall offer said Lot for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Lot, which shall include, but shall not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Lot in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Lot in question.

C. **Negligence or Carelessness of an Owner**. Each owner shall be liable for the expenses of any maintenance, repair or replacement necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Owner. In the event said Owner does not pay for same, the Association shall have the right to bring an action at law for damages, and in such event, the prevailing party shall be awarded court costs and reasonable attorney's fees.

D. **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including appellate attorney's fees, as may be determined by the court.

E. **No Waiver of Rights.** The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the Community documents shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

F. **Election of Remedies.** All rights, remedies, and privileges granted to the Association or an Owner pursuant to any terms, provisions, covenants or conditions of the Community documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Community documents.

G. **Generally.** Each owner of a Lot, for himself, his heirs, successors and assigns, consents to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Owners of a Lot to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Owners, and to preserve each Owner's right to enjoy his Dwelling Unit free from unreasonable restraint and nuisance.



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 BROWARD COUNTY
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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
 FOR IN THE PINES**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR IN THE PINES is made this 20th day of October, 1999, by PARKLAND BUILDING CO., a Florida corporation, hereinafter referred to as ("DECLARANT") which declares that all of the real property described in Article 2 (including but not limited to Common Areas and Dwelling Units) shall be held, sold, conveyed, transferred, leased, occupied, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

ARTICLE 1

1. **Definitions.** The terms used in this Declaration of Protective Covenants and Restrictions, in the Articles of Incorporation and the By-Laws of In The Pines Homeowner's Association, Inc., a Florida corporation not-for-profit, shall have the meaning stated as follows, unless the context otherwise requires. Whenever the context so permits, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

1.1 **Assessment** shall mean a share of the funds required and which are to be assessed against an Owner and a Lot for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance and protection of the Common Areas, Dwelling Units, easements, and other areas subject to and under the control and administration of the Association.

1.2 **Association** shall mean and refer to In The Pines Homeowner's Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

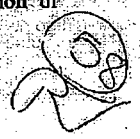
1.3 **Board** shall mean the Board of Directors of the Association.

1.4 **By-Laws** shall mean the By-Laws of In The Pines Homeowner's Association, Inc., as said By-Laws may exist from time to time.

1.5 **Common Areas** shall mean all that certain real property and interests therein dedicated for the benefit, use and enjoyment of the members of the Association the same being identified on the Plat of In The Pines as recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida. The Common Areas shall also include any other interest in real property acquired by the Association and deemed Common Areas either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation all structures, recreational facilities, common parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.

1.6 **Common Expenses** shall mean the expenses for which Owners are liable, which shall include but not be limited to the following:

- a. Expenses of administration and management of the Common Areas;
- b. Expenses of maintenance, operation, repair or replacement of the Association property not otherwise covered by insurance;
- c. Reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas;
- d. Expenses declared Common Expenses by the provisions of this Declaration of Protective Covenants and Restrictions or by the By-Laws;
- e. Any valid charge against the Association and/or Common Areas;



f. Any expense of, charges to, or assessment by the Association as provided for in this Declaration of Protective Covenants and Restrictions, the Articles of Incorporation and/or the By-Laws.

1.7 **Common Surplus** shall mean the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Areas, over the amount of the Common Expenses.

1.8 **Declarant** shall mean and refer to Parkland Building Co., a Florida corporation, and shall include its successors or assigns. If such successor or assignee acquires or owns undeveloped Lots within the Development and is designated as Developer by Parkland Building Co. The Declarant may make partial or multiple assignments of its rights under this Declaration. All such designated assignees shall be deemed to be the Developer as to those rights that may have been assigned to them and accepted by them. As used herein and in the Articles of Incorporation and the By-Laws, the term "Declarant" shall mean and refer to the Developer, and the term "Developer" shall mean and refer to the Declarant. An assignee, for purposes of this paragraph, shall include an Institutional Lender (as defined hereinafter) acquiring the rights of the Developer by foreclosure, or by deed or assignment in lieu of foreclosure.

1.9 **Declaration** shall mean this Declaration of Protective Covenants and Restrictions of In The Pines as it may be amended from time to time.

1.10 **Development** shall mean all of the lands and improvements within In The Pines according to the Plat thereof as recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida, together with additions thereto (which additional properties may or may not be contiguous to the real property described in Article 2 hereof), as are subject to this Declaration or any supplemental declaration pursuant to Article 2.

1.11 **Dwelling Unit** shall mean the improvement or improvements constructed and established on a Lot as said Lots are described on the Plat of In The Pines recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida. A Dwelling Unit shall be deemed to exist at such time as a Certificate of Occupancy is issued by the City of Parkland for the Dwelling Unit.

1.12 **Institutional Lender** shall mean the owner and holder of a mortgage encumbering a Lot, which owner and holder shall either be a bank or an affiliate thereof, life insurance company, federal or state savings and loan association, Developer, and federal or state agencies.

1.13 **Lot** shall mean a parcel as shown and described on the Plat of In The Pines according to the Plat thereof recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida.

1.14 **Member** shall mean and refer to every person or entity that holds membership in the Association.

1.15 **Owner** shall mean the holder or holders of the fee title to or estate in a Lot as herein defined.

1.16 **Person** shall mean a person, firm, association, corporation, or other entity.

ARTICLE 2

2. **Property Subject to the Declaration, Additions Thereof.**

2.1 **Legal Description.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

2.2 **Developer's Right to Add Additional Property to or Withdraw Property.** Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Article 2.1) to the scheme of this Declaration. Developer shall also have the right to withdraw property from the scheme of this Declaration. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any owner or mortgagee of any of the Lots. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be subject to this Declaration, including assessment by the Association for their pro rata share of the Association Expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Broward County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE 3

3. **Title to Common Areas.** The Association, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record shall hold fee simple title to the Common Areas.

ARTICLE 4

4. **Restrictions and Easements.** Each of the following restrictions and easements over, under and across the Development is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose.

4.1 **Utilities, Drainage, and Surface Water Management.** Any and all restrictions and easements as may be required for the installation and maintenance of utility services to adequately serve the Development, for drainage, and for a surface water management system as permitted by the North Springs Water Management District, shall be covenants running with the land; however, such easements over, under, and/or across a Lot and/or Dwelling Unit shall be located under or through the utility easements as shown on the recorded plats affecting the Development, or shall be exercised according to the plans and specifications for the Lot and/or Dwelling Unit in question or according to the Lot as developed and/or the Dwelling Unit as constructed in a manner which will not unreasonably interfere with the intended purpose and use, unless approved in writing by the owner. Any damage caused to pavement, curbs, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage, at the expense of the Association. The Association may enter into such agreements as may be required by the utilities or the North Springs Water Management District in connection with the maintenance and installation of utilities.

4.2 **Pedestrian and Vehicular Traffic.** There shall exist easements for pedestrian traffic over, upon, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Areas; and for the vehicular traffic over, upon, through and across such portions of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners, their respective successors, guests and invitees. In addition, there shall exist ingress, egress and utility easements as designated upon the Plat of In The Pines, according to the Plat thereof, recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida, the same being for the use and benefit of owners, their respective successors, guests and invitees, and the Developer.

4.3 **Perpetual Non-Exclusive Easement in Common Areas.** The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Owners for their use and the use of their immediate families, guests, and invitees for all proper and normal purposes; and for the furnishing of services and facilities for which the same are reasonably intended; for the enjoyment of said Owners, subject to rules and regulations of the Development.

4.4 **Construction; Maintenance.** Declarant, for itself, its successors, nominees, and assigns, shall have the right in its sole discretion from time to time to enter upon the Common Areas and any Lot or Dwelling Unit and to perform all acts necessary or convenient for the purpose of completing construction of any Dwelling Unit, of the Common Areas, or of any facilities serving the Development, and for repair, replacement and maintenance purposes where the Association fails to do so or to effectuate the provisions of Article 7.2c, hereof.

4.5 **Owner's Maintenance.** There is hereby created easements in favor of each Owner, its agents and employees, to enter from time to time upon Lots and Common Areas contiguous to said Owner's Lot as may be reasonably necessary for the purpose of performing maintenance responsibilities as set forth in Article 7.2.

4.6 **Easements and Cross-Easements.** There is hereby created easements in favor of the Owners of In The Pines, their immediate families, guests and invitees, for ingress, egress and utilities, including but not limited to those necessary to provide power, electricity, telephone, sewer, water, lighting facilities, irrigation, drainage, television and cable television transmission facilities, security services, electronic and other facilities in connection therewith and the like as set forth, described and defined in the Plat of In The Pines, according to the Plat thereof, recorded in Plat Book 167, at Page 13, of the Public Records of Broward County, Florida. Declarant, for itself, its successors, nominees, and assigns, and the Association reserve the right to impose upon the Common Areas, henceforth and from time to time, such

additional easements and cross-easements or to relocate existing easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for the Development.

4.7 **Association.** Easements are reserved in favor of the Association, its agents, employees, or independent contractors, successors and assigns to enter upon the Common Areas, Lots and/or Dwelling Units for the purpose of conducting inspections and carrying out the responsibilities of the Association as set forth herein and as may be authorized from time to time by the Association.

4.8 **Easements of Record.** It is recognized that the Development may be subject to restrictions, reservations and easements that have been placed of record prior to the formation and filing hereof. Any existing restrictions, reservations, and easements of record include but are not limited to certain easements for ingress and egress across, upon and through the Development and, therefore, the Development property shall continue at all times to be subject to said easements, provided, however, this paragraph shall not be deemed to re-impose the same.

4.9 **Condition of Easement Rights.** The Owner's rights set forth above shall be subject to the right of the Association to suspend voting rights and the right to use Common Areas and facilities for the period during which any Assessment against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

ARTICLE 5

5. **Ownership.**

5.1 **Type of Ownership.** Ownership of each Lot may be in fee simple, or any other estate in real property recognized by law, subject to Broward County zoning ordinances and regulations, this Declaration and any exhibits and/or amendments thereto. Further, the Development shall continue at all times to be subject to restrictions and easements as set forth above; provided, however, this paragraph shall not be deemed to re-impose the same.

5.2 **Association Membership.** The Owners of record of the Lots shall be Members of the Association. There shall be one vote for each Lot, provided, however, in the event a Dwelling Unit is constructed on more than one (1) Lot, the Owner thereof shall be entitled to only one (1) vote per Dwelling Unit. If there is more than one record owner per Lot, then such vote shall be voted as determined in writing by such Owners. In the absence of such written designation, the Association may conclusively rely on the vote of any Owner purporting to represent all co-Owners of said Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.3 **Owner Rights.** The Owner of a Lot is entitled to the exclusive possession of his Lot. He shall be entitled to use the Common Areas in accordance with the purposes for which they are intended, and the rules and regulations promulgated from time to time by the Association, but no such use shall hinder or encroach upon the lawful rights of the owners of other Lots.

ARTICLE 6

6 **Common Expenses and Common Surplus.**

6.1 **Common Expenses.** Each Owner of a Dwelling Unit shall be assessed for Common Expenses on an equal basis (except as otherwise provided in Articles 18.2 and 21.1). Thus, an Owner who holds fee simple title to more than one (1) Lot within the Development, shall be responsible for Common Expenses and special assessments pursuant to this Declaration in an amount equal to the Assessment for the number of Dwelling Units built or planned to be built on the Lots owned by said Owner. If an Owner intends to build a Dwelling Unit on more than one (1) Lot, the Owner must file a Unity of Title for the Lots on which the Dwelling Unit will be built in order to qualify to pay Assessments for only one (1) Dwelling Unit.

6.2 **Common Surplus.** Each owner shall own any Common Surplus of the Association in the same proportion as their liability for Common Expenses.

ARTICLE 7

7 **Maintenance.** Responsibility for the maintenance of the Development shall be as follows:

7.1 By the Association. The Association shall maintain, repair and replace, at the Association's expense:

a. Landscaping. The Association shall maintain and care for all landscaping areas within the Common Areas and shall be responsible for lawns, trees, and shrubbery. Such maintenance shall be limited to mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. The Association in its sole discretion shall determine the need for replacement and/or improvement of landscaping, lawns, shrubbery and trees.

b. Sprinkler System. The Association shall maintain, repair, replace or alter a water sprinkler system throughout the Common Areas. Provided, however, if any repair to the water sprinkler system was caused by the negligence of an Owner, the cost of such repair shall be borne by said Owner and the Association shall have the right to enforce payment pursuant to the provisions of Article 5.8 herein.

c. Private Roads, Driveways, Walkways, Paths, and Street Lights. The Association shall maintain and repair all private roadways, driveways, walkways, paths, walls, fencing, signage, street furniture and street lights placed thereon, throughout the Common Areas. The Association shall be responsible for payment of electricity consumed in the illumination of such streetlights.

d. Other Services. The Association shall maintain, repair, replace, and protect the Common Areas and provide such other services and functions as the Board of Directors may, in its sole discretion, determine from time to time.

e. Alteration and Improvement. The Association may alter or further improve the Common Areas in its sole discretion, provided, however, subsequent to the transfer of control of the Association by Developer, if the cost of said alterations or improvements shall exceed the sum of Twenty-Five Thousand (\$25,000.00) Dollars in any calendar year, prior written approval of fifty-one (51%) percent of the Members of the Association shall first be obtained.

7.2 By the Owner. The responsibility of each Owner shall be as follows: to keep and maintain his Lot and Dwelling unit, its equipment and appurtenances, including without limitation, landscaping, swimming pool, pool deck, and any Owner-installed improvements, in good order, condition and repair and to perform promptly all maintenance, replacement, and repair work, whether structural or nonstructural, ordinary or extraordinary, so as to keep his Lot and Dwelling Unit in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

a. The maintenance of the Lot and each Dwelling Unit is the responsibility of the Owner, including but not limited to repainting, roof repair, repaving, and maintenance and replacement of landscaping, appurtenances, accessories, and decorative features, such as awnings and shutters. The obligation of the Owner to maintain, repair and replace shall be performed so as to maintain his Dwelling Unit in the same manner and to replace items as needed with the same or similar materials of like, size, color, and quality as the original. No exterior maintenance shall be initiated without the prior express written approval of the Board of Directors, except in emergencies. The Board shall require all exterior maintenance to be accomplished in a manner such that the character of the Development is maintained. The Board of Directors so as to maintain uniformity and the aesthetic quality of the Development shall approve the color and quality of all paint, fencing, walls, and roof materials. No alterations of roof color or exterior paint color shall be authorized by the Board of Directors without the approval of at least fifty-one (51%) percent of the Owners.

b. In the event the Owner of a Lot and/or Dwelling Unit fails to maintain same as required, the Association, Developer, or any other owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions. Or the Association shall have the right to assess the Owner and the Lot for the necessary sums to put the Lot and/or Dwelling Unit in good condition. After such assessment the Association shall have the right to take any and all such steps as may be necessary to enforce compliance with the above provisions, including but not limited to entry of the subject Lot and Dwelling Unit with or without the consent of the Owner, and the repair and maintenance of any item requiring same, all at the expense of the Owner.

*D. estimate
1- assess
2-work*

7.3 Limitations. No Owner shall in any way maintain, modify, or improve any areas for which the Association has responsibility for maintenance without the prior written consent of the Association.

7.4 Cost of Maintenance. The Association, acting for and on behalf of all Owners shall pay for the cost of maintaining those areas that are the responsibility of the Association. Owners, by virtue of

the responsibility for Assessments as provided in Article 6.1 hereof, are hereby liable for the cost of maintenance; except that in the event the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, repair or replacement shall be the responsibility of said Owner and may be added to or become a part of the Assessment to which said Owner is subject. Such liability of the Owner shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot and/or Dwelling Unit or its appurtenances or of the Common Areas.

7.5 Repair and Reconstruction Following Casualty. Each Dwelling Unit Owner, with the concurrence of the Owner's Institutional Lender, if any, and the Board of Directors, shall reconstruct or repair said Owner's Dwelling Unit in the event such Unit is destroyed or damaged in whole or in part by fire or such other casualty for which insurance is required to be maintained hereunder. Such repair or reconstruction shall be performed in a good and workmanlike manner in conformance with the original plans and specifications. In the event that the Dwelling Unit Owner fails to commence reconstruction or repair or to contract for such work to be performed within the earlier to occur of seventy-five (75) days following the fire and other casualty giving rise to the destruction or damage and forty-five (45) days following receipt of the insurance proceeds by said Owner or the Institutional Lender named as loss payee in the policy covering the Dwelling Unit, if any, the Board, in its sole discretion, may elect to initiate the repairs or reconstruction and may enter into any and all agreements with contractors with respect thereto, whether or not such contractors may be directors or officers of the Association or an entity in which a director or officer has an interest. In the event the Board elects to initiate the repair and reconstruction, the Association shall levy a special assessment against the Dwelling Unit Owner in an amount equal to the cost of same.

ARTICLE 8

8. Assessment. The making and collecting of Assessments against the Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

8.1 Share of the Common Expenses. Each owner of a Lot, by its joinder herein or by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association a proportionate share of the Common Expenses and special assessments as provided in this Declaration. An Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Owner of the Lot. Annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot and Dwelling Unit against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. Except as otherwise provided, all Assessments shall be equally assessed against all Lots within the Development.

8.2 Assessment for Common Expenses. Assessment against the Owners for their share of the Common Expenses shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the Assessments are made. Such Assessments shall be due in four (4) quarterly installments, or as otherwise determined by the Board of Directors, in such amounts and on the dates fixed by the Board of Directors. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and installments thereon shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the Board of Directors therefor may amend the budget and Assessments at any time. The unpaid Assessment for the remaining portion of the calendar year for which the amended Assessment is made shall be due and payable in equal installments on the dates fixed by the Board of Directors during the period remaining in the Assessment year.

8.3 Special Assessments. The Association by and through its Board of Directors may from time to time make a special assessment to one or more Lots, and without respect to other Lots within the Development, for the following:

a. charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated, in the discretion of the Board of Directors, as a special charge.

b. reimbursement for damages caused by an Owner or Owners, their family members, guests, invitees or tenants.

- c. capital improvements relating to the Common Areas.
- d. late charges, user fees, fines and penalties.
- e. any other charge which is not a general expense.
- f. any general expense, except reserves, which exceeds the amount budgeted or any emergency expense which exceeds the amount of any reserves or other Association funds.

Provided however, an Institutional Lender acquiring title by foreclosure or deed in lieu of foreclosure shall not be subject to a special assessment levied prior to such acquisition of title unless such Institutional Lender consents to and approves such special assessment in writing.

8.4 Assessments for Special Assessments. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied by resolution of the Board. Said assessments shall be payable in the amounts and manner determined by the Board of Directors as set forth in the resolution thereof.

8.5 Trust Funds. The portion of all annual Assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for all Owners, as their interests may appear.

8.6 Non-Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Dwelling Unit for which the Assessment is made.

8.7 Interest; Application of Payment. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid and the Association may impose an additional late charge of \$50.00. All payments upon account shall be first applied to interest and then to the assessment payment first due.

8.8 Personal Obligation; Lien for Assessments. Each Owner shall be personally liable for Assessments, general or special, against his Lot and Dwelling Unit. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments, general or special, with respect to such Lot. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments against the latter up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. The Association shall have a lien on each Lot for any unpaid Assessments, whether general or special, together with interest thereon, together with a lien on all real property, improvements and tangible personal property located upon or within said Lot and Dwelling Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such Assessments, whether general or special, or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the legal description of the Lot, the name of the owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid.

An officer of the Association shall sign such claims of lien. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

8.9 Subordination of the Lien to Mortgages. The lien for Assessments as above provided for shall be subordinate to and inferior to the mortgage lien of any Institutional Lender. Sale or transfer shall not affect the Assessment lien. However, the sale or transfer of any Lot which is subject to the mortgage of an Institutional Lender, pursuant to a decree of foreclosure under such mortgage or any proceeding or deed in lieu of foreclosure thereof, shall extinguish the lien for such Assessments which became due prior to the sale or transfer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has

acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 8.9 shall be deemed to be an Assessment divided equally among, payable by, and assessed against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

8.10 Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect Assessments (whether general or special) of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise same, if in the interest of the Association.

The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the Owner shall be required to pay a reasonable rental for the Dwelling Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Owner and/or occupant.

8.11 Cable Television and Security Service Charges. Each Owner shall be personally liable for charges for cable television and security services. Provided, however, in the event that Declarant or the Association enters into an agreement for cable television services, the Association shall collect the charge therefor and shall remit funds collected to the provider(s) of such service. In the event of collection of such charge by the Association, such charge shall be deemed a Common Expense and the Association shall have a lien on a Lot for any such unpaid charge against an Owner. Any optional services contracted for by Owners shall be the obligation of such owners.

8.12 Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- a. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Association.
- b. All Common Areas as defined in Article I hereof.

ARTICLE 9

9. Compliance and Default. Each Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as they may be amended from time to time. Failure of owners to comply therewith shall entitle the Association to the following relief in addition to the remedies provided elsewhere herein.

9.1 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, and said documents or Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

9.2 No Waiver of Rights. The failure of the Association to enforce a covenant, restriction or other provision of this Declaration or any of the exhibits attached hereto shall not constitute a waiver of the right to do so thereafter.

9.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- a. **Notice.** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

b. **Hearing.** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. **Amounts.** The Board of Directors (if its findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

i. **First non-compliance or violation:** a fine not in excess of One Hundred Dollars (\$100.00).

ii. **Second non-compliance or violation:** a fine not in excess of Five Hundred Dollars (\$500.00).

iii. **Third and subsequent non-compliance, or violation or violations that are of a continuing nature:** fine not in excess of One Thousand Dollars (\$1,000.00).

d. **Payment of Fines.** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

e. **Collection of Fines.** Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

f. **Application of Proceeds.** All monies received from fines shall be allocated as directed by the Board of Directors.

g. **Non-Exclusive Remedy.** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

ARTICLE 10

10. **Association.** In order to provide for the proficient and effective administration of the Development by the owners, a non-profit corporation known and designated as In The Pines Homeowner's Association, Inc., has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of the Development and undertake and perform all actions and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

10.1 **Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B."

10.2 **By-Laws.** A copy of the By-Laws of the Association is attached hereto as Exhibit "C."

10.3 **Limitation upon Liability of Association.** Notwithstanding the duty of the Association to maintain or repair portions of the Development, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

10.4 **Restraint Upon Assignment of Shares and Assets.** The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot.

10.5 **Approval or Disapproval of Matters.** Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

10.6 **Membership.** The record Owners of Lots in the Development shall be Members of the Association and no other persons or entities shall be entitled to membership except for incorporators pursuant to the Articles of Incorporation. Membership shall be established by ownership of fee title to or fee interest in a Lot, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this

Declaration and by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing such ownership and designating the Lot affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the Lot designated shall be terminated.

10.7 Voting. As to all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each Lot, except as provided in Article 5.2 hereof.

10.8 Restrictions on Association. Notwithstanding anything to the contrary contained herein, unless and until at least two-thirds (2/3) of those entitled to vote as defined in this Article 10 shall have given approval in writing, the Association may not:

- a. abandon, partition, subdivide, encumber, sell, or transfer the Common Areas;
- b. change the method of determining Assessments;
- c. change the procedure for the regulation and enforcement of architectural design and exterior appearance, and maintenance of Dwelling Units, Common Areas, walls, fences, driveways, lawns and plantings;
- d. fail to maintain fire and extended coverage on improvements located on Common Areas at 100% replacement cost;
- e. use hazard insurance proceeds for losses to improvements on Common Areas for other than repair, replacement, or reconstruction.

For purposes of this Article 10.8, those entitled to vote shall consist of Institutional Lenders with respect to Lots encumbered by mortgages and of Owners with respect to Lots not encumbered by mortgages.

ARTICLE 11

11. Maintenance of Community Interest. In order to maintain a community of congenial residents within the Development and protect the value of Lots, the transfer of title to or possession of Lots by any Owner other than Developer or Developer's Institutional Lender, its successors or assigns, shall be subject to the following provisions so long as this Declaration remains in force and effect, which provisions each Owner covenants to observe.

11.1 Transfer Subject to Approval.

- a. Sale. No Owner may dispose of a Lot or any interest therein by sale without approval of the Association except to another owner.
- b. Lease. No Owner may transfer possession or otherwise dispose of a Lot or Dwelling Unit or any interest therein by lease without approval of the Association except to another Owner. In any event, no Lot or Dwelling Unit shall be leased more than twice in any one calendar year and for a period of time less than four months.
- c. Gift, Devise, Inheritance or Other Transfers. If any Owner acquires his title by gift, devise or inheritance, or in any manner not heretofore considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of Lots shall be obtained in the following manner:

a. Notice to Association.

- i. Sale. An Owner intending to make a bona fide sale of his Lot or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require, and an executed copy of the proposed contract to sell, which contract shall provide that it is subject to approval by the Association. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a purchaser if the proposed purchaser is not approved.

ii. **Lease.** An Owner intending to make a bona fide lease of his Lot or Dwelling Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

iii. **Gift, Devise, Inheritance or Other Transfers.** An Owner who has acquired his title by gift, devise, inheritance or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

iv. **Failure to Give Notice.** If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association at its election and without notice may approve or disapprove the transaction or transfer of ownership. If the Association does not approve the transaction or transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. **Certificate of Approval.**

i. **Sale.** If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

ii. **Lease.** If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the lessee. Such approval shall not release the Owner from any obligation under this Declaration.

iii. **Gift, Devise, Inheritance or other Transfers.** If the Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the owner's ownership of the Lot. If approved, the approval shall be upon such terms and conditions as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the Owner.

c. **Approval of Corporate Owner or "Trustee" as Purchaser.** Inasmuch as Dwelling Units in the Development may be used only for residential purposes and a corporation cannot occupy a Dwelling Unit for such use, if the Owner or purchaser of a Dwelling Unit is a corporation, the approval of ownership by the corporation shall be conditioned upon the Association's approval of the primary occupant of the Dwelling Unit. The approval of ownership by a trustee or other holder of legal title for a beneficial owner who is to be the primary occupant of a Dwelling

Unit shall also be conditioned upon approval of the primary occupant by the Association.

11.3 **Disapproval by Association.** If the Association shall disapprove a transfer of ownership or possession, the matter shall be disposed of in the following manner:

a. **Sale.** If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Owner must sell the Lot upon the following terms:

i. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

ii. The purchase price shall be paid in cash.

iii. The sale shall be closed on the latter of thirty (30) days after the delivery or mailing of said agreement to purchase, or the closing date set forth in the disapproved contract to sell.

iv. A certificate of the Association executed by the proper officers of the Association and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

v. If the Association shall fail to furnish a purchaser upon the demand of the owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided to be recorded in the public records of Broward County, Florida, at the purchaser's expense.

b. Lease. If the proposed transaction is a lease, the Owner shall be advised in writing of the disapproval and the lease shall not be made.

11.4 Mortgage. No Owner may mortgage his Lot nor any interest therein without the approval of the Association except to an Institutional Lender. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Where an owner sells his Lot and takes back a purchase money mortgage, the approval of the Association shall not be required.

11.5 Exceptions. The foregoing provisions of this Article 11 shall not apply to a transfer to or purchase by an Institutional Lender, or its successors or assigns, or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Rights of Declarant to Sell or Lease Lots and Dwelling Units. So long as Declarant, or any mortgagee succeeding Declarant in title, shall own any Lot and/or Dwelling Unit it shall have the absolute right to lease or sell any such Lot and/or Dwelling Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease or sale of such Lot and/or Dwelling Unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

11.7 Unauthorized Transactions. Any sale, mortgage or lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Notice of Lien or Suit.

a. Notice of Lien. An owner shall give notice to the Association of every lien upon his Lot other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

b. Notice of Suit. An owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Lot within five (5) days after the Owner receives knowledge thereof.

c. Failure to Comply. Failure to comply with this Article 11 will not affect the validity of any judicial sale.

ARTICLE 12

12. Use Restrictions.

12.1 Dwelling Units are restricted to residential use by a single family. Nothing herein contained shall prevent ownership of Dwelling Units by a corporation or other business entity or trustee, provided, however, that the intended use by such Owner or occupant shall be consistent with this Declaration and that the required approvals as set forth in Article 11 hereof shall first be obtained.

12.2 No commercial activity, trade or business shall be conducted upon any Lot.

12.3 No fence, except as contemplated by the initial Development scheme, shall be erected, maintained or permitted upon a Lot or any portion of the Development without the prior written approval of the Board of Directors.

12.4 Reasonable rules and regulations concerning the Development may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. The Association shall furnish copies of such rules and regulations to all owners and residents of the Development upon request.

12.5 No sign of any kind shall be displayed to the public view from any Lot or any portion of the Development, provided, however, that signs used by Declarant to advertise the property during construction and/or sales period are hereby expressly permitted.

12.6 The parking and storage of automobiles, except upon paved areas, is prohibited.

12.7 No trucks or commercial vehicles in excess of one-half ton rated capacity or longer than 17 feet shall be permitted upon any portion of the Development for overnight parking, storage or repair unless fully enclosed and stored within the garage of a Dwelling Unit.

12.8 The garages may be used for the storage of vehicles and related purposes and may not be converted for use as additional living space or otherwise incorporated into the Dwelling Unit.

12.9 The overnight parking of vehicles of any kind upon the Common Areas is prohibited.

12.10 The parking and storage of boats and boat trailers, campers or trailers is prohibited without the prior written consent of the Association unless fully enclosed and stored within the garage of a Dwelling Unit.

12.11 No exterior radio, television, or electronic antenna or aerial shall be erected or maintained without the prior written consent of the Association.

12.12 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12.13 No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Association.

12.14 Portions of Lots not improved by a building, walks, pool, decks, or driveway shall be maintained as a landscaped area.

12.15 No nuisances shall be allowed upon the Development nor shall any use or practice be permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Development by its residents. All parts of the Development shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

12.16 No immoral, unapproved, offensive or unlawful use shall be made of the Development or any part thereof, and all laws, zoning ordinances, resolutions and regulations of all governmental bodies having jurisdiction thereof shall be observed.

12.17 All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view of adjoining properties.

12.18 Except as reserved to the Developer, no Lot or Dwelling Unit may be divided or subdivided into a smaller Lot or Dwelling Unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Lots and Dwelling Units affected thereby.

12.19 Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all the Lots, neither the Owners nor the Association shall interfere with the completion of such improvements and the sale of such Lots, and the Developer may make such use of the unsold Lots and Common Areas as may facilitate completion and sale thereof, including but not limited to maintaining a sales office, showing of the property, and displaying signs.

ARTICLE 13

13. **Architectural Control.** No building or other structure shall be erected or maintained within the Development, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association or by an architectural committee of no less than three (3) or more than five (5) representatives appointed by the Association. In the event the Association or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to both of them, approval will not be required and this paragraph will be deemed to have been fully complied with. The Association shall be permitted to employ "aesthetic" grounds or reasons as the sole basis for denial or rejection of the proposed plans and specifications. The provisions of this paragraph shall not apply to or be operative against any Lot or Dwelling Unit the title to which is in the Declarant. The Association shall not approve any plans providing for a Dwelling Unit of less than three thousand five hundred (3,500) square feet under air, nor roofs other than concrete tile or standing seam metal roofs, nor asphalt driveways.

ARTICLE 14

14. **Lot Improvement and Landscape Control.** Any Owner who, subsequent to the purchase and transfer of same from the Declarant, is desirous of improving said Lot and/or Dwelling Unit by construction or landscaping shall do so only after obtaining the written consent from the Association as to the desired change; provided, however, this restriction shall not apply to the Declarant during such time as the Declarant is constructing and/or improving the Lots and Dwelling Units of the Development.

ARTICLE 15

15. **Taxes and Insurance.**

15.1 **Association Insurance.** The insurance which shall be carried by the Association shall be governed by the following provisions:

a. **Authority to Purchase.** The Association for the benefit of the Association and the Owners shall purchase all insurance policies. All such insurance policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida; provided, however, all policies must be accepted and approved by the Institutional Lender holding the largest aggregate dollar sum of mortgages encumbering Lots in the Development, said sum to be ascertained at the time of purchase or renewal of each policy.

b. **Coverage.**

i. **Casualty.** All buildings and improvements upon the Common Areas and all personal property of the Association included in the Common Areas, are to be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

aa. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance, if the Development is within a flood control area and does not fall within any governmental exemptions.

bb. Such other risks as from time to time shall be customarily covered with respect to buildings, if any, similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

ii. **Public Liability.** In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the Owners as a group to an Owner.

iii. **Workmen's Compensation.** As shall be required to meet the requirements of the law.

iv. **Association Insurance.** Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association.

and the owners, including Directors' Liability Insurance, or other insurance that an Institutional Lender may reasonably require, so long as it is the owner of a mortgage on any Lot.

v. Homeowner's Insurance. Such homeowner's insurance as meets the requirements of Article 15.4 hereof, in the event that the Owner has failed to comply with the terms of said Article. Insurance so obtained by the Association shall be written in the name of the Association as trustee for the Owner.

c. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

d. Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners.

15.2 Owner's Taxes. All real estate and personal property taxes assessed against a Lot shall be the responsibility of the Owner of said Lot.

15.3 Association Taxes and Insurance. The Association shall be responsible for real property and personal property taxes assessed against Common Areas and personal property owned by and/or the responsibility of the Association. Further, the Association shall be responsible for the cost of all insurance deemed necessary from time to time by the Association to afford protection against loss. Such responsibility for taxes and insurance shall be considered Common Expenses of the Association.

15.4 Owner's Insurance. Each Owner shall be responsible for the purchase of homeowner's insurance (fire and casualty) insuring the Dwelling Unit at not less than the maximum replacement value. Each Owner shall furnish to the Association evidence of insurance in compliance with this Article within ten (10) days prior to any expiration thereof.

ARTICLE 16

16. Terms of Covenants and Restrictions.

16.1 Duration. All of the foregoing covenants, conditions, reservations, and restrictions shall run with and bind the Development and Owners of any Lot therein, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of a Lot and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, conditions, reservations, and restrictions shall be automatically extended for successive periods of ten (10) years each unless the then Owners of two-thirds (2/3) of the Lots in the Development shall by written instrument duly recorded declare a termination of same.

16.2 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 17

17. Amendments. In addition to any other procedure herein specified, the covenants, conditions, reservations and restrictions set forth herein may be amended from time to time by an instrument signed by not less than two-thirds (2/3) vote of the membership in the Association, provided, however, that until the Developer has completed all of the contemplated improvements and closed the sale of all Lots within the Development, no amendment(s) to this Declaration shall be effective unless joined in by the Developer. The Master Association shall be notified of any amendments within 30 days subsequent to enactment. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the public records of Broward County, Florida.

17.1 Developer's Right to Amend. Notwithstanding anything herein to the contrary, the Developer reserves the right to alter and amend this Declaration as it deems necessary and/or appropriate for the protection and enhancement of the Development, and the Developer shall not require or need the joinder of any Owners prior to such time as the Developer conveys the last Lot of the Development or elects to terminate its control over the Association, whichever shall first occur.

17.2 **Non-Discrimination.** No amendment shall discriminate against any owner or against any Lot, or class or group of Lots, unless the Owners so affected and their Institutional Lenders shall consent; and no amendment may change the percentage by which the Owner shares the Common Expenses and owns the Common Surplus, unless the owner and all record owners of liens on it join in the execution of the amendment. No amendment shall make any change in Articles 11 and 15 hereof unless the record owner of all mortgages upon all Lots shall join in the execution of such amendment.

17.3 **Use Restrictions.** No amendment shall make any change in the use restrictions set forth in Article 12 hereof unless the City of Parkland shall join in the execution of such amendment.

ARTICLE 18

18. Developer's Rights Prior to Transfer of Control

18.1 **Limitations on Right to Act.** Notwithstanding anything to the contrary contained herein, for so long as Developer shall own any Lot and/or Dwelling Unit within the Development, it may retain control of the Association. Until such time as Developer shall cease to own any Lot and/or Dwelling Unit or elects to transfer control of the Association to the Owners, whichever shall first occur, Developer shall have full authority to act in the best interest of the Development in Developer's sole discretion, without the consent or approval of any owners, respecting any and all matters affecting the Development and the Association, subject only to the following:

- a. Rights of Institutional Lenders specifically set forth herein.
- b. Easements of record prior to the date of filing of this Declaration.
- c. Rules and regulations of governmental entities having jurisdiction hereof.
- d. Article 12 of this Declaration, which Article may be amended only with the consent of the City of Parkland.
- e. Article 10.8 of this Declaration.

18.2 **Assessments.** After the commencement date of payment of monthly Common Expenses, for so long as the Developer continues to be the Owner of any Lot, the Lots owned by the Developer shall not be subject to assessment and the Developer shall be obligated to pay only that portion of the Common Expenses incurred which exceeds the amount assessed against other Owners.

In no event, however, shall the Developer be required to pay, as to each Lot owned by it, an amount exceeding the obligation of any other owner for a single Lot. Should the Developer contribute to the Common Expenses a sum greater than is required hereunder, the Association shall be obligated to reimburse the Developer therefor.

18.3 **No Amendments.** Notwithstanding anything herein to the contrary, the provisions of this Article 18.3 shall not be subject to any amendment until the Developer has sold all of the Lots and/or Dwelling Units in the Development.

18.4 **Transfer of Association Control.** The transfer of control of the Association to the Owners shall take place in accordance with the Articles and By-Laws.

ARTICLE 19

19. **Sales Office.** For so long as Developer owns any Lot within the Development, the Developer shall have the right to transact any business including, but not limited to, the right to maintain model Dwelling Units, have signs, employees in the offices, use the Common Areas and display Dwelling Units. Sales offices, signs, and all sales and promotional items shall remain the property of Developer.

ARTICLE 20

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

20.1 **Rule Against Perpetuities.** In the event any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

ARTICLE 21

21. **Rights of Institutional Lenders.** Institutional Lenders shall have the following rights in addition to any other rights expressly granted to them herein.

21.1 **Payment of Taxes on Common Areas.** The Association shall pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Common Areas prior to delinquency, failing which any Institutional Lender, its successors or assigns, may pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate then permitted by law and shall be due and payable forthwith on demand.

21.2 **Payment of Insurance Premiums.** The Association shall keep and maintain such insurance on the Common Areas as shall be required by the By-Laws of the Association from time to time. In the event such premiums shall not be promptly paid, any Institutional Lender, its successors or assigns, may at any time pay the same or obtain alternative coverage without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate then permitted by law and shall be due and payable forthwith on demand.

21.3 **Notice of Default.** Any Institutional Lender shall have the right, upon written request, to require that the Association notify it of any default not cured within sixty (60) days thereof respecting any of its obligations herein.

ARTICLE 22

22. **Security Services.** Developer, any Related Party of Developer, as hereinafter defined, the Association, or their successors, assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems DEVELOPER, ANY RELATED PARTY OF DEVELOPER, THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES, AND THE CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DEVELOPER, ANY RELATED PARTY OF DEVELOPER, THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES AND THE CABLE SYSTEM OPERATOR WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every Owner or occupant of property receiving security services through the central telecommunication system agrees that Developer, any Related Party of the Developer, the Association or their successors, assigns or franchisees and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of:

- (a) any failure of the owner's security system;
- (b) any defective or damaged, equipment, device, line or circuit;
- (c) negligence of the security service provider or its officers, agents or employees; or
- (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider.

Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result

from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the Developer, any Related Party of the Developer, the Association or their successors, assigns or franchisees and the cable system operator, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non performance by any officer, agent or employee of the Developer, any Related Party of the Developer, the Association or their successors, assigns or franchisees of the cable system operator. Further, in no event will Developer, any Related Party of the Developer, the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

"Related Party" shall mean any partner, whether general or limited, manager, owner, shareholder, parent, subsidiary or affiliate, including officers, directors, employees, agents, or contractors and attorneys, and any Related Party to all or any of the foregoing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of October, 1999.

DECLARANT:

PARKLAND BUILDING CO., a Florida corporation.

[Signature]
Signature of Witness

[Signature]
By Mark D. Rothenberg, President

FRANCESCO J. ARBONE
Printed Name of Witness

[Signature]
Signature of Witness

MARK D. ROTHENBERG
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of October, 1999, by MARK D. ROTHENBERG, as President of PARKLAND BUILDING CO., a Florida corporation, on behalf of the Corporation, who is personally known to me or who produced as identification.

[Signature]
Notary Public, State of Florida

Printed Name of Notary: PATRICK L. YOUNGSON
My commission expires

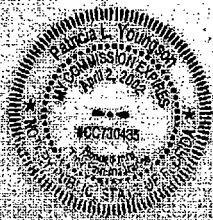


EXHIBIT "A"

Legal Description

All of the Plat of IN THE PINES, a subdivision according to the Plat thereof, recorded in Plat Book 167, Page 13, of the Public Records of Broward County, Florida.

h:\library\133\021\docs\description.doc

EXHIBIT "A"

A portion of Tract 19, Section 3, Township 48, South, Range 41, East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof recorded in Plat Book 7, Page 102, of the Public Records of Palm Beach County, Florida, said portion being described as follows:

Beginning at the Southwest corner of said Tract 19, thence North $00^{\circ}52'47''$ West, along the West line of said Tract 19, a distance of 431.00 feet to the Northwest corner of said Tract 19, thence South $89^{\circ}40'12''$ East, along the North line of said Tract 19, a distance of 690.20 feet to a line parallel with and 615 feet Westery from the East line of said Tract 19 (as measured along said North line); thence South $00^{\circ}52'25''$ East, along said parallel line, a distance of 425.00 feet to a line parallel with and 425 feet Southerly from said North line (as measured along said East line); thence North $89^{\circ}40'12''$ West, along said parallel line, a distance of 106.42 feet to a line parallel with and 721.26 feet Westery from said East line (as measured at right angles); thence South $00^{\circ}52'25''$ East, along said parallel line, a distance of 419.25 feet to the South line of said Tract 19; thence North $89^{\circ}34'00''$ West, along said South line, a distance of 583.71 feet to the Point of Beginning.

said land being in Broward County, Florida.

Together with an easement granted by the Corrective Deed dated April 19, 1953, and recorded in Official Records Book 20677, Page 0637, Public Records of Broward County.

Upon recording return to:
Thomas J. Tighe, Esq.
Tucker & Tighe, P.A.
800 E. Broward Blvd. Ste 710
Fort Lauderdale, FL 33301

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR IN THE PINES

The undersigned officers of In The Pines Homeowners Association, Inc. certified the following amendment to the Declaration was duly enacted pursuant to Section 17 of the Declaration of Protective Covenants and Restrictions for In The Pines, recorded at Official Record Book 29967, Page 580 of the Public Records of Broward County, Florida. This section of the Declaration requires at least two thirds of the membership of the Association to sign an amendment, and such signatures are attached hereto.

Additions are indicated by underline; Deletions are indicated by cross out -----

A new Section 11.9 is added to Article 11 of the Declaration as follows:

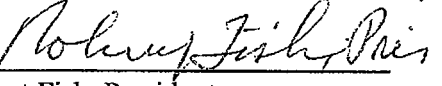
11.9 Capital Contribution by New Owners. No transfer of ownership of any Lot will be valid unless the new owner pays to the Association a capital contribution in the amount of \$500.00 (hereinafter "capital contribution"). This requirement applies to sales under Section 11.1a, Gifts, Devises, Inheritance, or Other Transfers under Section 11.1c, and also the obtaining of title pursuant to foreclosure by a non-Institutional Lender. This requirement will not apply to Institutional Lenders taking title through a mortgage foreclosure sale or a deed in lieu of foreclosure, but will apply to their subsequent transfers of ownership. The Board may establish proper procedures for collecting this capital contribution, which may include, but not be limited to, requiring payment of the capital contribution prior to issuing a Certificate of Approval, or including in the Certificate of Approval a provision making the effectiveness thereof contingent on the payment of this money to the Association.

In Witness Whereof, the Association has caused these presents to be executed as required by law on the 6 day of October, 2011.

Attest:


Stuart Morris, Secretary

In The Pines Homeowners Association, Inc.

By: 
Robert Fish, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of October, 2011, by Robert Fish, President of In The Pines Homeowners Association, Inc., () who is personally

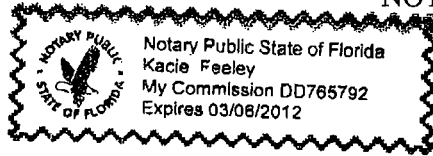
known to me, or () has produced _____ as identification, and did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 6 day of October, 2011.

My Commission Expires:

Kacie Feeley
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF BROWARD

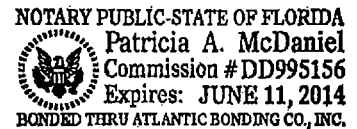


The foregoing instrument was acknowledged before me this 6 day of October, 2011, by Stuart Morris, Secretary of In The Pines Homeowners Association, Inc., () who is personally known to me, or () has produced N/A as identification, and did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 6 day of October, 2011.

My Commission Expires:

Patricia A. McDaniel
NOTARY PUBLIC



Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

8969 Hidden Pine ST
Parkland FL 33067

Owners signature:

D. S. Steigman

Print name:

DON STEIGMAN

Additional Owners signature (if applicable):

Print name:

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

5945 Pineval Ave

Parkland FL 33067

Owners signature:

Matthew Mihal

Print name: Matthew Mihal

Additional Owners signature (if applicable):

Michelle Mihal

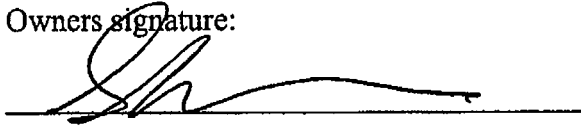
Print name: Michelle Mihal

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

5966 Pinewood Ave.
Parkland FL 33067

Owners signature:



Print name: STUART MORRIS

Additional Owners signature (if applicable):

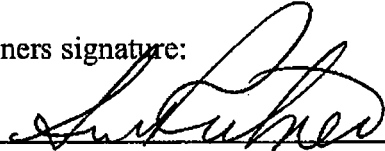
Print name: _____

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

8927 Pinebrook Ct.
Parkland FL 33067

Owners signature:



Print name: Susan Rutner

Additional Owners signature (if applicable):

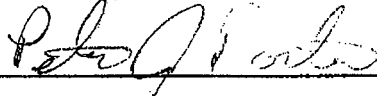
Print name: _____

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

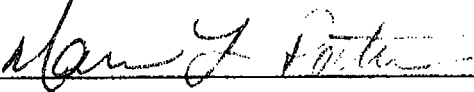
8929 Hidden Pine St.
Parkland FL 33067

Owners signature:



Print name: PETER J. PORTEN

Additional Owners signature (if applicable):




Print name: MARVA L. PORTEN

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:


5985 Pine wood Ave
Parkland FL 33067

Owners signature:



Print name: Tony Dickinson

Additional Owners signature (if applicable):



Print name: Allami Dickinson

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

6006 Pinewood Ave
Parkland FL 33067

Owners signature:

Dan J. Marinelli

Print name: Dan Marinelli

Additional Owners signature (if applicable):

Terry Marinelli

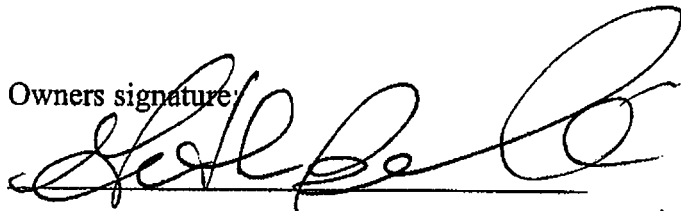
Print name: Terry Marinelli

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

8927 Pinebrook Ct.
Parkland FL 33067

Owners signature:



Print name: Gretchen Benadica

Additional Owners signature (if applicable):

Print name: _____

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

5996 Pinewood Ave
Parkland FL 33067

Owners signature:

Robert Fish
Print name: ROBERT FISH

Additional Owners signature (if applicable):

Print name: _____

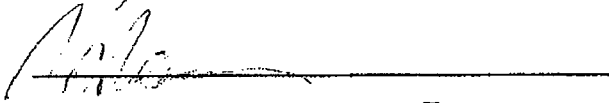
Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

8949 N. Helen Dr. St

Parkland FL 33067

Owners signature:



Print name: Stuart Schermer

Additional Owners signature (if applicable):



Print name: Pamela Schermer

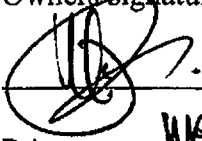
Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

8008 Riverbrook Court

Parkland FL 33067

Owners signature:



Print name: MARK ROTHENBERG

Additional Owners signature (if applicable):

Print name: _____

Owner's Approval of Addition of New Section 11.9 to
Declaration of Protective Covenants and Restrictions for In The Pines

Address of residence at Association:

6015 Pinewood Ave
Parkland FL 33067

Owners signature:

Cindy Kaufman

Print name:

Cindy Kaufman

Additional Owners signature (if applicable):

Lenny Kaufman

Print name:

Lenny Kaufman