

ARTICLES OF INCORPORATION

of

THE WESTVIEW VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

NAME AND ADDRESS

The name of this corporation shall be THE WESTVIEW VILLAGE ASSOCIATION, INC. (hereinafter referred to as the "HOMEOWNERS' ASSOCIATION"). The mailing and principal office address of the HOMEOWNERS' ASSOCIATION shall be 3300 University Drive, Coral Springs, Florida 33065. The HOMEOWNERS' ASSOCIATION is NOT a condominium association under Chapter 718, Florida Statutes, as amended.

ARTICLE II

PURPOSES

The general nature, objects and purposes of the HOMEOWNERS' ASSOCIATION are:

A. To provide privacy wall maintenance, landscaping and irrigation for portions of the property subject to the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WESTVIEW VILLAGE (hereinafter referred to as the "RESTRICTIONS"), to be recorded in the Public Records of Broward County, Florida. The property subject to the RESTRICTIONS shall be referred to herein as WESTVIEW VILLAGE and is more particularly described as follows:

ALL of WESTVIEW VILLAGE, according to the Plat thereof, as recorded in Plat Book 147, at Page 16, of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

B. To provide, purchase, construct, improve, maintain, repair and replace privacy walls, landscaping, associated lighting and irrigation systems on, upon, over or under Parcels "B", "C", and "E", of the WESTVIEW VILLAGE Plat, designated as Planting & Non-Access Strips and Landscape Strips in the

WESTVIEW VILLAGE Plat, the RESTRICTIONS, or by separate instrument executed by the DECLARANT and recorded in the Public Records of Broward County, Florida.

C. To improve, maintain, repair and replace landscaping, associated lighting and irrigation systems and to provide, purchase, construct, improve, maintain, repair, replace and operate RECREATIONAL AMENITIES and parking facilities on, upon, over or under Parcel "D" of the WESTVIEW VILLAGE Plat, and such other property the HOMEOWNERS' ASSOCIATION may acquire for such purpose(s).

D. To provide, purchase, construct, improve, maintain, repair and replace (i) a paved roadway system designated as Parcel "A" of the WESTVIEW VILLAGE Plat; (ii) landscaping, associated lighting and irrigation systems on, upon, over or under Parcel "A" of the WESTVIEW VILLAGE Plat; (iii) drainage facilities for WESTVIEW VILLAGE on, upon, over or under all of the Drainage Easements (except for the DISTRICT Drainage Easements) as shown on the WESTVIEW VILLAGE Plat; and (iv) to provide, purchase, construct, improve, maintain, repair, replace and operate privacy gates, if any, on, upon, over or under Parcel "A" of the aforesaid Plat.

E. To operate, without profit, for the sole and exclusive benefit of its MEMBERS.

F. To enter into easement agreements or other use or possessory agreements, including, but not limited to, those agreements executed by DECLARANT or the local municipality whereby the HOMEOWNERS' ASSOCIATION may obtain by assignment or other instrument the use or possession of certain real property surrounding WESTVIEW VILLAGE or a portion thereof, and not owned by it, and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

ARTICLE III

GENERAL POWERS

The general powers that the HOMEOWNERS' ASSOCIATION shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the MEMBERS for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the HOMEOWNERS' ASSOCIATION is organized.

C. To delegate power or powers where such is deemed in the interest of the HOMEOWNERS' ASSOCIATION.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the Laws of the State of Florida.

E. To make, levy and collect assessments and late charges (as described in the By-Laws of this HOMEOWNERS' ASSOCIATION) against property in WESTVIEW VILLAGE to defray the expenses and the cost of effectuating the objects and purposes of the HOMEOWNERS' ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations in Florida for the collection of such assessments.

F. To charge recipients for services rendered by the HOMEOWNERS' ASSOCIATION when such is deemed appropriate by the Board of Directors.

G. To pay taxes and other charges on or against property owned or accepted by the HOMEOWNERS' ASSOCIATION.

H. In general, to have all powers conferred upon a corporation not for profit by the Laws of the State of Florida, except as may be prohibited herein.

I. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation addressing any and all issues including but not limited to, zoning, environmental, and land use, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall MEMBERS perform any such activities in the name of the HOMEOWNERS' ASSOCIATION.

J. Notwithstanding anything contained herein to the contrary, the HOMEOWNERS' ASSOCIATION shall not have the power to, and shall not, expend Capital Contribution monies (as defined in the RESTRICTIONS), in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements), in excess of Ten Thousand (\$10,000.00) Dollars without first obtaining the affirmative vote of a majority of all MEMBERS. Further, the Capital Contribution reserve shall not be used by the HOMEOWNERS' ASSOCIATION for the purpose of litigation at either or both the trial and

appellate levels in any court of competent jurisdiction, nor shall such reserves be used for operating funds.

ARTICLE IV

MEMBERS AND DEFINITIONS

A. The MEMBERS of the HOMEOWNERS' ASSOCIATION shall consist of the record property OWNERS of all of the LOTS in WESTVIEW VILLAGE. Membership shall be established effective immediately upon becoming an OWNER; provided, however, that such new MEMBER'S rights shall not become effective until the new MEMBER presents the HOMEOWNERS' ASSOCIATION with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the LOT so conveyed, and such membership shall pass with title to the LOT in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such LOT. Each and every MEMBER shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the RESTRICTIONS and the By-Laws of the HOMEOWNERS' ASSOCIATION, as amended from time to time.

B. The following words when used in these Articles of Incorporation shall have the following meanings:

1. "Board" or "Board of Directors" means and refers to the Board of Directors of the HOMEOWNERS' ASSOCIATION.

2. "DECLARANT" means and refers to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors and assigns.

3. "LOT" means and refers to a numbered lot within WESTVIEW VILLAGE.

4. "OWNER" means and refers to every person or persons, or entity or entities, who are the record owners of a fee simple interest in any LOT or Parcel, or portion thereof, in WESTVIEW VILLAGE, their heirs, legal representatives, successors or assigns.

All other terms which are used in the RESTRICTIONS shall have the same meaning herein.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, a MEMBER shall be entitled to one (1) vote for each LOT owned. When more than one person holds a fee interest in any one (1) LOT, all such persons shall be MEMBERS,

and the one (1) vote for such LOT shall be exercised as the OWNERS among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT. Fractional voting is prohibited. There shall be no cumulative voting. The affirmative vote of a majority of the votes of the MEMBERS at any meeting of the MEMBERS duly called at which a quorum is present, shall be binding upon the MEMBERS.

B. The DECLARANT shall have the right to appoint all of the Board of Directors so long as it owns at least five (5) LOTS in WESTVIEW VILLAGE.

C. The DECLARANT shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than five (5) LOTS, but more than one (1) LOT in WESTVIEW VILLAGE.

D. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the absolute and unqualified right, at any time, to voluntarily terminate, relinquish or surrender its right to appoint members to the Board of Directors by furnishing written notification of its intention to the Board of Directors of the HOMEOWNERS' ASSOCIATION; whereupon, the MEMBERS of the HOMEOWNERS' ASSOCIATION shall elect members to the Board of Directors to fill the then existing vacancies.

E. The HOMEOWNERS' ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the RESTRICTIONS, as supplemented by the provisions of the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the HOMEOWNERS' ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors. The initial members of the Board of Directors shall serve until the first annual meeting of the MEMBERS. So long as the DECLARANT shall have the right to appoint all of the Board of Directors, Directors need not be MEMBERS of the HOMEOWNERS' ASSOCIATION and need not be residents of WESTVIEW VILLAGE; thereafter, Directors shall be MEMBERS of the HOMEOWNERS' ASSOCIATION.

B. The first annual meeting of the MEMBERS shall be held at the call of the DECLARANT. At the first annual meeting of the Directors, an election (or appointment, as the case may be) of the three (3) members of the Board of Directors shall be held. Election shall be by plurality vote. The term of office of the elected Director (or the two (2) elected Directors if there be more than three (3) Directors elected) receiving the highest plurality of votes shall be established at two (2)

years and the term of the other elected Directors shall be established at one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event may a Board member appointed by the DECLARANT be removed except by action of DECLARANT. Any Director appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and may be removed from office, and a successor Director appointed at any time by the DECLARANT.

C. The names and addresses of the members of the first Board of Directors, who shall hold office until the first annual meeting of the HOMEOWNERS' ASSOCIATION, and until their successors are elected or appointed and have qualified, are as follows:

James P. McGowan
3300 University Drive
Coral Springs, Florida 33065

J. P. Taravella, Jr.
3300 University Drive
Coral Springs, Florida 33065

Scott A. Pasolli
3300 University Drive
Coral Springs, Florida 33065

ARTICLE VII

OFFICERS

The officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person.

ARTICLE VIII

CORPORATE EXISTENCE

The HOMEOWNERS' ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors may, from time to time, adopt, alter or rescind By-Laws not inconsistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the MEMBERS.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the MEMBERS. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

C. Such proposed Amendment shall be submitted to and approved by the MEMBERS at such meeting. Any number of Amendments may be submitted to the MEMBERS and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the MEMBERS at such meeting at which a quorum is present.

D. An Amendment to these Articles of Incorporation may be made by a written statement signed by all MEMBERS eligible to vote in lieu of the above procedure.

E. Notwithstanding anything contained herein to the contrary, Article III, Section I hereof shall not be amended or modified in any manner except upon receiving the affirmative vote of at least seventy-five (75%) percent of all MEMBERS.

F. Notwithstanding anything contained herein to the contrary, so long as DECLARANT owns at least one (1) LOT in WESTVIEW VILLAGE, no Amendment to these Articles of Incorporation affecting the rights or privileges of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as DECLARANT, of the RESTRICTIONS shall be effective without the prior written consent of said DECLARANT.

ARTICLE XI

INCORPORATOR

The name and address of the Incorporator of this corporation is FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the HOMEOWNERS' ASSOCIATION (and the Directors and Officers as a group) shall be indemnified by the HOMEOWNERS' ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the HOMEOWNERS' ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the HOMEOWNERS' ASSOCIATION and one or more of its Directors or Officers, or between the HOMEOWNERS' ASSOCIATION and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the HOMEOWNERS' ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE HOMEOWNERS' ASSOCIATION

A. Upon dissolution of the HOMEOWNERS' ASSOCIATION, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the HOMEOWNERS' ASSOCIATION without the receipt of other than nominal consideration by the DECLARANT (or its successors in interest) shall be returned to the DECLARANT (whether or not a MEMBER at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the MEMBERS, subject to the limitations set forth below, as tenants in common, each MEMBER'S share of the assets to be determined in accordance with his voting rights.

B. The HOMEOWNERS' ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the MEMBERS; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403, Florida Statutes, as amended.

ARTICLE XV

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

ARTICLE XVI

APPLICATION OF FLORIDA CONTROL SHARE ACQUISITION ACT

Section 607.0902, Florida Statutes, as amended, the Florida Control Share Acquisition Act, shall not apply to

control share acquisitions of shares (memberships) in the HOMEOWNERS' ASSOCIATION.

ARTICLE XVII

DESIGNATION OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, is hereby designated as the HOMEOWNERS' ASSOCIATION'S Registered Agent for service of process within the State of Florida, at 3300 University Drive, 10th Floor, Coral Springs, Broward County, Florida 33065.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 18th day of December, 1991.

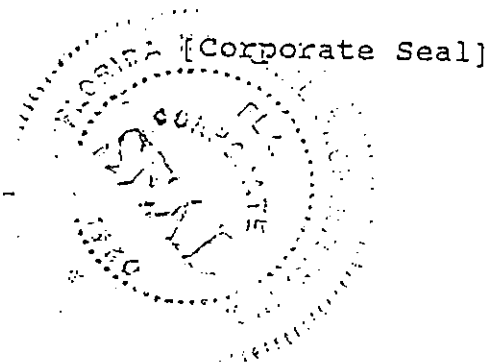
FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065



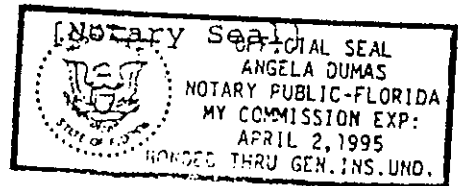
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

APPROVED
MRF

The following Articles of Incorporation were acknowledged before me this 18th day of December, 1991, by W. BUNTEMAYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Name: Angela Dumas
Notary Public

My Commission Expires: 4/2/95



CONSENT OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Broward County, Florida 33065, hereby consents to its designation as Registered Agent in the foregoing Articles of Incorporation, and states that it is familiar with, and accepts, the obligations provided for in Section 617.0501, Florida Statutes, as amended.

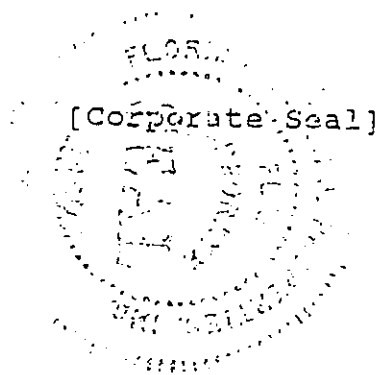
FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065



STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

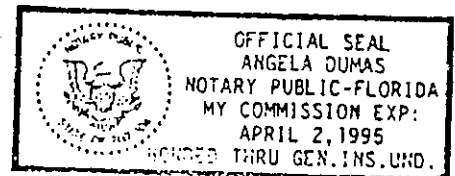


The foregoing Consent of Registered Agent was acknowledged before me this 18th day of December, 1991, by W. BUNTEMAYER, President, and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Name: Angela Dumas
Notary Public

[Notary Seal]

My Commission Expires: 4/2/95



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on February 17, 1992, to Articles of Incorporation for THE WESTVIEW VILLAGE ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N46523.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of February, 1992.



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

FILED
1992 FEB 17 24

SECRET
FALL 1991

ARTICLES OF FIRST AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
THE WESTVIEW VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

Pursuant to the Florida Not For Profit Corporation Act, the undersigned corporation adopts these Articles of First Amendment to its Articles of Incorporation ("Articles"):

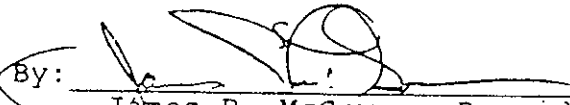
1. The term "SUBDIVISION" as defined in the RESTRICTIONS shall be inserted in place of the term "WESTVIEW VILLAGE" throughout the Articles (including, but not limited to, Articles III, IV, V, VI, and X hereof) except where reference is made to (a) the Plat of WESTVIEW VILLAGE or (b) the name of the HOMEOWNERS' ASSOCIATION.
2. The following shall be added as Section G. to Article II of the Articles:

To own, operate, maintain, construct, improve, repair and replace all COMMON PROPERTY within the SUBDIVISION.

These Articles of First Amendment to the Articles were adopted by the sole MEMBER of the undersigned corporation on the date specified below, in the manner prescribed by the Florida Not For Profit Corporation Act. The number of votes cast for these Articles of First Amendment to the Articles was sufficient for approval.

Dated this 14th day of February, 1992.

THE WESTVIEW VILLAGE ASSOCIATION, INC.

By: 
James P. McGowan, President

[Corporate Seal]

Attest: 
J. P. Taravella, Jr., Secretary

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14th day of February, 1992, by JAMES P. MCGOWAN and J. P. TARAVELLA, JR., President and Secretary, respectively, of THE WESTVIEW VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me and they did not take an oath.

Grace K. Stackhouse
Name: Grace K. Stackhouse
Notary Public
Commission No. CC 108037

My Commission Expires:

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES JUNE 1, 1995

JOINDER AND CONSENT OF SOLE MEMBER
OF THE WESTVIEW VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

The undersigned is the sole owner of all the lots within the SUBDIVISION which includes all of WESTVIEW VILLAGE, according to the Plat thereof, as recorded in Plat Book 147, at Page 16, of the Public Records of Broward County, Florida, and hereby joins in and consents to these Articles of First Amendment to the Articles, as the sole MEMBER of THE WESTVIEW VILLAGE ASSOCIATION, INC.

FLORIDA NATIONAL PROPERTIES, INC.

By: W. Buntmeyer
W. Buntmeyer, President

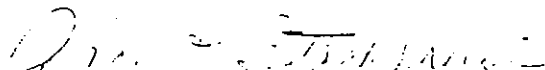
[Corporate Seal]

Attest: A. N. Malanos
A. N. Malanos, Secretary

APPROVED
MRF

STATE OF FLORIDA)
): ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14th day of February, 1992, by W. BUNTEMAYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.



Name: Grace K. Stackhouse
Notary Public
Commission No. CC 108037

My Commission Expires:

{Notary Seal}

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES JUNE 1, 1995
GENERAL TRS. UND.

THE WESTVIEW VILLAGE ASSOCIATION, INC.

WAIVER, CONSENT AND RESOLUTION
OF BOARD OF DIRECTORS

We, constituting all the members of the Board of Directors of THE WESTVIEW VILLAGE ASSOCIATION, INC. (the "Corporation"), do hereby:

- (1) Waive notice of a special meeting of the Board of Directors for the purpose of taking the action taken in the resolution below;
- (2) Consent to the taking of the action taken in the resolution below;
- (3) Direct that this Waiver, Consent and Resolution be filed with the minutes of the Board of Directors; and
- (4) Resolve as follows:

RESOLVED: That the Corporation hereby sets forth the following proposed Amendments to its Articles of Incorporation ("Articles"):

- (1) The term "SUBDIVISION" as defined in the Declaration of Restrictions and Protective Covenants for Westview Village shall be inserted in place of the term "WESTVIEW VILLAGE" throughout the Articles (including, but not limited to, Articles III, IV, V, VI, and X thereof) except where reference is made to (a) the Plat of WESTVIEW VILLAGE or (b) the name of the Corporation.
- (2) The following shall be added as Section G. to Article II of the Articles:

To own, operate, maintain, construct, improve, repair and replace all COMMON PROPERTY within the SUBDIVISION.

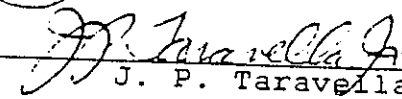
AND FURTHER RESOLVED:

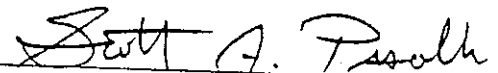
That the foregoing proposed Amendments to the Articles be submitted to a vote at a meeting of members of the Corporation entitled to vote on such matters, which may be either an annual or a special meeting.

Dated: February 12, 1992

DIRECTORS:


James P. McGowan


J. P. Taravella, Jr.


Scott A. Pasolli

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:
MICHAEL R. FLAM, ESQUIRE
FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

92070965

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WESTVIEW VILLAGE

This Declaration of Restrictions and Protective Covenants ("Declaration") made this 14th day of February, 1992, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT is developing a quality residential community to be known as "Westview Village" which shall hereinafter be referred to in this Declaration as the "SUBDIVISION"; and

WHEREAS, DECLARANT by this Declaration hereby imposes the hereinafter set forth protective covenants, conditions and restrictions upon only that certain portion of the SUBDIVISION legally described as follows:

All of WESTVIEW VILLAGE, according to the Plat thereof, as recorded in Plat Book 147, at Page 16, of the Public Records of Broward County, Florida, said land situate, lying and being in the City of Coral Springs, Broward County, Florida

and which shall hereinafter be referred to in this Declaration as the "COMMITTED PROPERTY"; and

WHEREAS, DECLARANT may in the future elect to add or not to add ADDITIONAL LANDS (as such term is hereinafter defined) to the SUBDIVISION as COMMITTED PROPERTY and thereby subject such ADDITIONAL LANDS to this Declaration and, as well, to impose additional protective covenants, conditions and restrictions not set forth in this Declaration on such ADDITIONAL LANDS; and

WHEREAS, DECLARANT has caused THE WESTVIEW VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit (the "HOMEOWNERS'

HEB 19 9 55 - AM '92
BX 19186FCU391

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ASSOCIATION") to be formed, which HOMEOWNERS' ASSOCIATION has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the COMMITTED PROPERTY within the SUBDIVISION; and

WHEREAS, DECLARANT may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without the SUBDIVISION by deed, easement, or otherwise to the HOMEOWNERS' ASSOCIATION (which must accept the same), or DECLARANT may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of the MEMBERS (as such term is hereinafter defined) of the HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, DECLARANT hereby declares that the COMMITTED PROPERTY within the SUBDIVISION, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, all of which shall run with the COMMITTED PROPERTY and be binding on all parties having any right, title or interest in the COMMITTED PROPERTY or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each OWNER thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "ADDITIONAL LANDS" shall mean and refer to such real property, if any, which is not now part of the SUBDIVISION and which the DECLARANT shall have the sole and absolute right to add to the SUBDIVISION by DECLARANT'S recordation of a SUPPLEMENT. Such real property is located in the City of Coral Springs, Broward County, Florida, and within the general boundary of University Drive on the east, Coral Springs Drive on the west, Westview Drive on the south and Sawgrass Expressway on the north, the aggregate of which shall not exceed twenty (20) gross acres. DECLARANT'S right to add the ADDITIONAL LANDS to the SUBDIVISION as COMMITTED PROPERTY shall be effective through and including December 31, 1995; whereupon, if DECLARANT has not elected to add such ADDITIONAL LANDS by said date, DECLARANT'S right shall terminate forthwith.
2. "BLOCK" shall mean and refer to a lettered block within the SUBDIVISION.
3. "BUFFER PARCELS" shall mean Parcels "B", "C", and "E" as shown on the Plat of WESTVIEW VILLAGE.
4. "COMMITTED PROPERTY" shall mean and refer to (a) that certain portion of the SUBDIVISION legally described as all of WESTVIEW VILLAGE,

according to the Plat thereof, as recorded in Plat Book 147, at Page 16, of the Public Records of Broward County, Florida; and (b) those portions of the ADDITIONAL LANDS, if any, which may hereafter become part of the SUBDIVISION as COMMITTED PROPERTY pursuant to the recordation by DECLARANT of one or more SUPPLEMENTS to this Declaration.

5. "COMMON PROPERTY" shall mean and refer to all real and personal property (whether within or without the SUBDIVISION) which the HOMEOWNERS' ASSOCIATION owns or in which the HOMEOWNERS' ASSOCIATION has, or may have, an interest, including without limitation, a right of use for the common use and enjoyment of the MEMBERS of the HOMEOWNERS' ASSOCIATION. Upon conveyance by the DECLARANT to the HOMEOWNERS' ASSOCIATION (and acceptance by the HOMEOWNERS' ASSOCIATION), Parcel "A" of the Plat of WESTVIEW VILLAGE, the BUFFER PARCELS, the RECREATIONAL AREA, the RECREATIONAL AMENITIES, together with all those certain Drainage Easements (except for the DISTRICT Drainage Easements) as shown on the Plat of WESTVIEW VILLAGE, shall be COMMON PROPERTY.
6. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this Declaration.
7. "DISTRICT" shall mean and refer to the NORTH SPRINGS IMPROVEMENT DISTRICT, a local unit of special government and public corporation of the State of Florida, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all its rights under this Declaration.
8. "DWELLING UNIT" shall mean and refer to a single-family residential detached dwelling.
9. "HOMEOWNERS' ASSOCIATION" shall mean and refer to THE WESTVIEW VILLAGE ASSOCIATION, INC., which has been incorporated as a not-for-profit corporation under the laws of the State of Florida. A copy of the Articles of Incorporation of THE WESTVIEW VILLAGE ASSOCIATION, INC. as amended by the Articles of First Amendment are collectively attached hereto as Exhibit "A".
10. "LOT" shall mean and refer to a numbered lot within the SUBDIVISION upon which no more than one (1) DWELLING UNIT may be constructed in accordance with applicable zoning and use regulations.
11. "MEMBER" shall mean and refer to the OWNERS of LOTS in the SUBDIVISION, all of whom shall be MEMBERS of the HOMEOWNERS' ASSOCIATION.
12. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any LOT or Parcel, or portion thereof, in the SUBDIVISION, their heirs, legal representatives, successors or assigns.
13. "RECREATIONAL AMENITIES" shall mean and refer to the facilities and improvements, if any, on Parcel "D" of the Plat of WESTVIEW VILLAGE, and

any personal property in connection therewith acquired by the HOMEOWNERS' ASSOCIATION for recreational use.

14. "RECREATIONAL AREA" shall mean and refer to Parcel "D" as shown on the Plat of WESTVIEW VILLAGE.

15. "SUBDIVISION" shall mean and refer to all of the real property to be known as "Westview Village" which is COMMITTED PROPERTY under this Declaration, together with such ADDITIONAL LANDS, if any, which may become COMMITTED PROPERTY by DECLARANT'S recordation of a SUPPLEMENT.

16. "SUPPLEMENT" shall mean and refer to an instrument recorded in the Public Records of Broward County, Florida, the purpose for which is to add ADDITIONAL LANDS, if any, to the SUBDIVISION as COMMITTED PROPERTY, thereby subjecting said ADDITIONAL LANDS to this Declaration. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LANDS TO THE SUBDIVISION MAY BE AN INCREASE IN: (i) THE SIZE OF THE SUBDIVISION, (ii) THE SIZE OF THE COMMON PROPERTY, (iii) THE NUMBER OF MEMBERS OF THE HOMEOWNERS' ASSOCIATION, (iv) THE NUMBER OF PERSONS USING THE COMMON PROPERTY, (v) THE SIZE OF THE HOMEOWNERS' ASSOCIATION'S BUDGET, AND (vi) THE TOTAL NUMBER OF VOTES WHICH WOULD BE CAST BY MEMBERS OF THE HOMEOWNERS' ASSOCIATION.

ARTICLE II

GENERAL PROVISIONS

1. APPLICABILITY OF THIS DECLARATION. THAT PROPERTY WITHIN THE SUBDIVISION WHICH IS COMMITTED PROPERTY SHALL ONLY BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION.

2. ADDITIONAL LANDS.

- A. DECLARANT shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion, and by its sole act, to add ADDITIONAL LANDS to the SUBDIVISION as COMMITTED PROPERTY by recording a SUPPLEMENT in the Public Records of Broward County, Florida, thereby subjecting such ADDITIONAL LANDS to this Declaration. Any such SUPPLEMENT shall subject such ADDITIONAL LANDS to the jurisdiction of the HOMEOWNERS' ASSOCIATION and shall make the OWNERS of such ADDITIONAL LANDS MEMBERS of the HOMEOWNERS' ASSOCIATION.
- B. DECLARANT may also, in its sole discretion, include in a SUPPLEMENT certain provisions which (i) modify any of the provisions of this Declaration insofar as they may apply to such ADDITIONAL LANDS only, or (ii) create new provisions applicable to such ADDITIONAL LANDS, or (iii) omit the applicability of any of the provisions of this Declaration to such ADDITIONAL LANDS, or (iv) do any, all, or none of the above.
- C. The execution and recordation of this Declaration shall not be construed to require DECLARANT to subject any real property

other than the COMMITTED PROPERTY described in this Declaration, to the covenants, conditions, restrictions or other provisions of this Declaration, or any other recorded instrument.

ARTICLE III

RESTRICTIONS AND COVENANTS FOR LOTS

1. USE RESTRICTIONS. LOTS may be used for DWELLING UNITS and appurtenant uses and for no other purposes. No business buildings may be erected in the SUBDIVISION and no business may be conducted on any part thereof, nor shall any DWELLING UNIT or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this Paragraph: (i) the DECLARANT may utilize one or more LOTS for a sales office, model home or model home parking for so long as the DECLARANT, its successors or assigns, shall own any LOT in the SUBDIVISION; and (ii) DECLARANT shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office, model home or model home parking so long as said persons or entities own any LOT in the SUBDIVISION.

2. BUILDING SETBACK AREAS. No structure shall be erected or constructed on any LOT within the following building setback areas:

- A. All LOTS shall have a minimum front setback of twenty-five (25') feet.
- B. All LOTS shall have a minimum rear setback of fifteen (15') feet.
- C. All LOTS shall have a minimum side setback of seven and one-half (7-1/2') feet; provided, however, that all LOTS shall have a minimum street side setback of twenty (20') feet.
- D. No bay windows, chimneys, balconies or other similar extended structures shall be permitted on, upon or over the building setbacks. Notwithstanding the preceding provision, the following extended structures shall be permitted on, upon or over the building setbacks:

- (1) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback;
- (2) Walls, fences, decks, and similar structures not exceeding five (5') feet in height;
- (3) The eaves of the roof of the DWELLING UNIT; and

(4) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by DECLARANT, whose decision shall be final.

E. Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

F. Setback lines for corner LOTS and odd-shaped LOTS shall be as nearly as possible as set out above, except that minor variations may be authorized by DECLARANT at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by DECLARANT to establish the setback lines as approved.

3. MINIMUM DWELLING UNIT SIZE. The minimum square feet of living area for a DWELLING UNIT on any LOT shall be two thousand (2,000) square feet. The method of determining the square feet of living area of a DWELLING UNIT shall be to multiply the outside horizontal dimensions of the DWELLING UNIT at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square feet of living area required.

4. LIGHTING. Each DWELLING UNIT in the SUBDIVISION shall have one (1) pole-mounted light fixture of a uniform style and/or brand as approved by DECLARANT which shall be installed in the front yard of the LOT. Said fixture shall be connected to the individual DWELLING UNIT'S electrical system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. By acceptance of a deed or other instrument of conveyance to a LOT within the SUBDIVISION, each OWNER of a LOT hereby agrees to be responsible for energizing the light and shall maintain the light fixture in good condition (including all necessary repairs and replacements). If an OWNER fails to comply with this Paragraph, DECLARANT hereby reserves unto HOMEOWNERS' ASSOCIATION the same power (i) to enter upon the LOT and maintain, repair, or replace said fixture and such entry shall not be deemed a trespass; and (ii) to levy assessments upon such OWNER'S LOT and the same remedies to enforce payment of the entire cost and expense of said maintenance, repair, or replacement of said fixture, as are possessed by DECLARANT in this Declaration.

5. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and DISTRICT facilities, and for such other purposes incidental to the development of the SUBDIVISION, those easements shown upon the recorded Plat of WESTVIEW VILLAGE being designated "Utility Easement" on said Plat. Said easements are also hereby reserved in favor of DECLARANT, its successors, assigns and designees, for the purpose of ingress and egress to and from the easement described in Article IV, Paragraph 5

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hereof. There is also hereby reserved for a term of twenty (20) years from the date of this Declaration, by DECLARANT, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, water lines, sanitary sewer lines, gas and electric lines, communication lines, and such other public service facilities as DECLARANT may deem necessary along, through, in, over and under a strip of land twelve (12') feet in width or six (6') feet in width, as the case may be, being six (6') feet (as measured at right angles) from all side, front and rear LOT lines in the SUBDIVISION. DECLARANT will cause to be recorded from time to time various declarations of easement setting forth the location of all said easements under the rights herein reserved and DECLARANT'S right to reserve such easements as hereinabove described, except for the recorded easements, shall terminate in twenty (20) years.

6. GARAGES, CARPORTS AND STORAGE AREAS.

- A. Every DWELLING UNIT in the SUBDIVISION shall have a minimum of a two (2) car garage and no DWELLING UNIT shall have more than a three (3) car garage without the approval of DECLARANT. No garage shall be erected which is separated from the DWELLING UNIT. No garage shall be converted into additional living area. Carports are not permitted. Repair of vehicles is permitted only inside the garage. All garage doors shall be equipped with automatic door openers and closers.
- B. No unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the DWELLING UNIT.

7. SCREEN ENCLOSURES.

- A. No screen enclosures shall be permitted unless the screen enclosure plans, specifications, elevations and location on the LOT are first approved by DECLARANT. Any dispute as to height, location, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final.
- B. Screen enclosure plans shall show elevations of the enclosure attached to the elevations of the DWELLING UNIT on the LOT. If OWNER desires to install a screen enclosure subsequent to DECLARANT'S approval of OWNER'S original plans for the DWELLING UNIT on the LOT (and screen enclosure plans and elevations were not part of the original approved plans), OWNER shall be required to submit screen enclosure plans and elevations shown, together with DWELLING UNIT elevations to DECLARANT. As a condition of approval, DECLARANT may require additional landscaping.

8. OUTDOOR RECREATIONAL COURTS. No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball,

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volleyball and badminton courts shall be permitted. Any approved regulation size basketball backboard and pole shall be located adjacent to the LOT'S permitted driveway. The decision of what constitutes "adjacent" shall be made by DECLARANT, whose decision shall be final. Approved poles shall be constructed of metal material.

9. MAINTENANCE OF LOTS.

- A. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any LOT, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any LOT. All lawns shall be neatly edged and all landscaping material shall be maintained in good and living condition at all times. "Good and Living Condition" for the landscaping material shall mean the proper irrigation, fertilizing, grooming and trimming thereof and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width, and quality as the remaining landscaping material on the LOTS, unless a variation is approved in writing by DECLARANT. Failure by OWNER to maintain the landscaping as required herein and/or to keep the LOT free of weeds, underbrush, dead or dying trees, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT, shall be cause for DECLARANT to enter upon the LOT to maintain such landscaping and/or to remove said objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.
- B. OWNER shall maintain the LOT and the DWELLING UNIT, structures, improvements, landscaping and appurtenances thereon in a good, safe, clean, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT. No rust stains or discoloration shall be permitted upon the exterior surfaces of any DWELLING UNIT or structure. Upon OWNER'S failure to maintain the LOT, DWELLING UNIT, structures, improvements, appurtenances, landscaping, and the light fixture in the front yard of the DWELLING UNIT, to the satisfaction of DECLARANT and upon the OWNER'S failure to make such corrections within fifteen (15) days of written notice by DECLARANT, DECLARANT may enter upon the LOT to remedy any unsightly condition and/or comply with the requirements imposed herein and make such improvements or corrections as may be necessary. Entry upon the LOT for such purposes shall not constitute a trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.

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- C. Upon failure of OWNER to make payments within the time periods set forth in this paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the LOT in the Public Records of Broward County, Florida, for all sums due in order to secure such payments.

10. HOMEOWNERS' ASSOCIATION. The HOMEOWNERS' ASSOCIATION has been incorporated for the benefit of the OWNERS in the SUBDIVISION.

- A. Creation of Lien and Personal Obligation of Assessments. The OWNER of any LOT within the SUBDIVISION by acceptance of a deed or other instrument of conveyance thereof (whether or not it shall be so expressed in any such deed or other instrument of conveyance), including any purchaser at a judicial sale, shall automatically become a MEMBER and shall hereafter be deemed to covenant and agree to pay to the HOMEOWNERS' ASSOCIATION any annual assessment or charges, and any special assessment for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as provided in this Declaration. All assessments, together with late charges (as described in the By-Laws of this HOMEOWNERS' ASSOCIATION), and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the LOT and shall be a continuing lien upon the LOT against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the COMMON PROPERTY or by abandonment. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.
- B. Purpose of Assessment. The annual and special assessments levied by the HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of exercising its rights under this Declaration, the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION as amended by the Articles of First Amendment collectively appended hereto as Exhibit "A", or for promoting the recreation and aesthetic enjoyment of the residents of the SUBDIVISION and (without limiting the generality of the foregoing) in particular for the operation, improvement, maintenance and repair of the COMMON PROPERTY; construction, installation, operation and maintenance of the RECREATIONAL AMENITIES, if any; operation, repair and maintenance of SUBDIVISION signage, entrance landscaping, street lights, walls, fencing, COMMON PROPERTY lighting, drainage facilities, and any easements in favor of the HOMEOWNERS' ASSOCIATION; including, but not limited to, the creation of reserve accounts, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and are undertaken by, the HOMEOWNERS' ASSOCIATION.

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- C. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each LOT, except that those LOTS owned by DECLARANT shall not be subject to special assessments.
- D. Date of Commencement of Annual Assessment. The annual assessment provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board. In the event any OWNER shall fail to pay any assessment, or any installment thereof, within fifteen (15) days after the same becomes due, then the HOMEOWNERS' ASSOCIATION shall, in its sole discretion, have the remedy to accelerate the entire amount of any assessment for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments; and such remedy shall be in addition to, and not in lieu of, all other remedies available to the HOMEOWNERS' ASSOCIATION.
- E. Capital Contribution. A "Capital Contribution" of One Hundred and No/100 (\$100.00) Dollars shall be made for each LOT within the SUBDIVISION. Said amount shall be for the purpose of initially funding a reserve established by the HOMEOWNERS' ASSOCIATION for making purchases for and improvements to the COMMON PROPERTY. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION, the Board of Directors of the HOMEOWNERS' ASSOCIATION, or the OWNERS. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the HOMEOWNERS' ASSOCIATION for the purpose of litigation at both the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be paid by the OWNERS, other than the DECLARANT or HOMEOWNERS' ASSOCIATION, to the HOMEOWNERS' ASSOCIATION in addition to any other regular or special assessment. Capital Contributions shall only be paid once for each LOT in the SUBDIVISION. Capital Contributions shall never be required of DECLARANT. Capital Contributions shall be paid at the time of conveyance of title by DECLARANT to each OWNER other than the HOMEOWNERS' ASSOCIATION.

ARTICLE IV

RESTRICTIONS AND COVENANTS
FOR COMMON PROPERTY

1. USE RESTRICTIONS.

- A. Parcel "A", of the WESTVIEW VILLAGE Plat, shall be used only for ingress, egress, road, drainage and utility purposes for the use and benefit of all of the OWNERS, their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants.
- B. The RECREATIONAL AREA shall be used only for recreation, parking, landscape purposes and appurtenant uses for the use and benefit of all of the OWNERS, their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants subject to existing easements of record and the covenants, restrictions and conditions of this Declaration. The RECREATIONAL AREA shall not be used for residential purposes. No structure or recreational facilities shall be placed or erected on or within the RECREATIONAL AREA without the prior written approval of DECLARANT. Portions of the RECREATIONAL AREA, as determined by DECLARANT, may be used for drainage and utility facilities.
- C. The BUFFER PARCELS shall be used only for landscaping, buffer walls and related purposes for the use and benefit of all of the OWNERS, their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants. No structure or facility of any kind including walls, fences and signs shall be placed or erected within the BUFFER PARCELS without the prior written approval of DECLARANT. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through the BUFFER PARCELS. The landscaping material on, over and within the BUFFER PARCELS shall be maintained by the HOMEOWNERS' ASSOCIATION in good and living condition. "Good and Living Condition" for the landscaping material shall mean the proper irrigation, fertilizing, grooming and trimming thereof and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width and quality as the remaining landscaping material on the BUFFER PARCELS, unless a variation is approved in writing by DECLARANT.
- D. The HOMEOWNERS' ASSOCIATION shall have the responsibility for maintenance of the COMMON PROPERTY and any improvements thereon. Further, once conveyed by the DECLARANT to the HOMEOWNERS' ASSOCIATION (and accepted by the HOMEOWNERS' ASSOCIATION), the COMMON PROPERTY shall be and shall remain in the ownership of the HOMEOWNERS' ASSOCIATION for so long as DECLARANT is an OWNER of a LOT in the SUBDIVISION.

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2. BUILDING SETBACK AREAS. No structure or recreational facilities shall be erected or constructed on the RECREATIONAL AREA within twenty-five (25') feet of the property lines of the RECREATIONAL AREA.

3. UTILITY EASEMENTS.

A. DECLARANT hereby reserves for itself, its successors and assigns, easements for ingress, egress and for the installation and maintenance of drainage and utility facilities along, through, in, above, over and under portions of the COMMON PROPERTY, as may be determined by DECLARANT; and further reserves the right to grant such easements to the DISTRICT or other entity having jurisdiction.

B. The DECLARANT will cause to be recorded from time to time various declarations of easement setting forth the location of all said easements under the rights herein reserved.

4. INGRESS/EGRESS EASEMENTS.

A. DECLARANT, subject to the provisions of this Declaration, grants to OWNER, its family members, guests, tenants, licensees and invitees, a perpetual non-exclusive easement for ingress and egress over, across and through the COMMON PROPERTY, such use and enjoyment to be shared in common with the other OWNERS, their guests, tenants, licensees and invitees.

B. DECLARANT, subject to the provisions of this Declaration, also grants to governmental and quasi-governmental entities, a perpetual non-exclusive easement for ingress and egress over, across and through the COMMON PROPERTY, for police, fire, mail, ambulance, garbage collection, municipal or other such governmental services.

5. MAINTENANCE OF COMMON PROPERTY.

A. All COMMON PROPERTY shall be landscaped and maintained by the HOMEOWNERS' ASSOCIATION according to the requirements of DECLARANT, which requirements address the quality, type, height and location of landscaping material as well as the quality and specification of materials, paint color and paint scheme for any structure, fence and/or wall. Said requirements are available at the office of DECLARANT.

B. If the HOMEOWNERS' ASSOCIATION fails or refuses to landscape and/or maintain any COMMON PROPERTY as above provided, the OWNERS shall landscape and/or maintain same according to the requirements of DECLARANT as above provided.

C. Upon the failure of the HOMEOWNERS' ASSOCIATION and/or OWNERS to landscape and/or maintain the COMMON PROPERTY as above provided, and upon the failure of the HOMEOWNERS' ASSOCIATION and/or OWNERS to make such corrections within thirty (30) days

of written notice from DECLARANT, DECLARANT reserves unto itself, its successors, assigns and designees, an easement for the right (but not the obligation) to enter upon the COMMON PROPERTY and cause compliance with said landscape requirements and/or to maintain such COMMON PROPERTY. Such entry shall not be deemed a trespass and by acceptance of a deed to the COMMON PROPERTY, such OWNER has expressly given the DECLARANT, and its successors, assigns and designees, the continuing permission to do so, which permission may not be revoked. If DECLARANT exercises its right to maintain the COMMON PROPERTY and/or the underground irrigation systems, the cost of such maintenance shall be borne by the HOMEOWNERS' ASSOCIATION and/or OWNERS and payment thereof shall be due and payable to DECLARANT within thirty (30) days from a written request to the HOMEOWNERS' ASSOCIATION and/or OWNERS to pay same. In order to apportion said cost among the OWNERS, DECLARANT shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said assessments as are possessed by the HOMEOWNERS' ASSOCIATION as described in Article III, Paragraph 10 hereof. Should the HOMEOWNERS' ASSOCIATION and/or OWNERS fail to make such payment within said thirty (30) day period, then DECLARANT shall have a lien for the cost of such maintenance. The lien shall be impressed upon the LOT(S) of the OWNERS and/or COMMON PROPERTY of the HOMEOWNERS' ASSOCIATION effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

- D. Notwithstanding anything contained herein to the contrary, any OWNER (or its family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of its tenants) who, by its willful or negligent action, damages or destroys any portion of the COMMON PROPERTY shall be liable to HOMEOWNERS' ASSOCIATION for the payment of repairs, maintenance, or replacement of the COMMON PROPERTY deemed necessary by HOMEOWNERS' ASSOCIATION, within thirty (30) days of written notice from HOMEOWNERS' ASSOCIATION. The notice shall set forth with reasonable particularity the repairs, maintenance, or replacement deemed necessary by the HOMEOWNERS' ASSOCIATION. Upon failure of OWNER to make such payment within said thirty (30) day period, HOMEOWNERS' ASSOCIATION is hereby empowered to file a Claim of Lien against the OWNER'S LOT effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

6. MEMBERS RIGHTS IN THE COMMON PROPERTY. Every MEMBER shall have a right and easement of ingress and egress, use and enjoyment in and to the COMMON PROPERTY which shall be appurtenant to and shall pass with the title to every LOT within the SUBDIVISION, subject to the following:

- A. The right of the HOMEOWNERS' ASSOCIATION to take such steps as are reasonably necessary to protect COMMON PROPERTY against foreclosure;
- B. All provisions of this Declaration, the Plat of WESTVIEW VILLAGE, and the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION; and
- C. Rules and regulations governing use and enjoyment of the COMMON PROPERTY adopted by the HOMEOWNERS' ASSOCIATION.

ARTICLE V

GENERAL RESTRICTIONS AND COVENANTS FOR LOTS AND COMMON PROPERTY

1. PLANS, SPECIFICATIONS AND LOCATIONS OF STRUCTURES.

- A. Prior to commencement of any construction, reconstruction, or modification of DWELLING UNITS or COMMON PROPERTY facilities, or any other improvements or structures or placement of any structure, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces, screen enclosures or barbecue pits on any LOT or Parcel, OWNER shall submit to DECLARANT for approval the plans, specifications, exterior materials and colors, location and sealed plot plan thereof, together with a tree survey (if any trees exist on the LOT or Parcel), and a landscape plan, all of which shall be in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the LOT or Parcel. No exterior colors on any DWELLING UNIT, COMMON PROPERTY building or structure shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by DECLARANT.
- B. The final plans and specifications, sealed plot plan, survey, tree survey (if applicable), landscaping plans, and exterior colors and materials, shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All electric, telephone, gas or other utility connections must be installed underground.

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- C. Pitched roofs in the SUBDIVISION shall have a minimum pitch of 4.5:12 except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event that some new and attractive material for roofing surfaces is discovered, or invented, DECLARANT may, in its sole discretion, approve the use of such new material. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld.
- D. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING UNIT. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING UNIT may be permissible only if approved by DECLARANT.
- E. The sealed plot plan shall indicate adequate provision for landscaping, including the planting of trees and shrubs on the LOT or Parcel. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of DECLARANT. The required landscaping shall be installed at the time of completion of the DWELLING UNIT, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. All areas of the LOT or Parcel not covered by an approved DWELLING UNIT, building, structure(s), or paved parking facilities, shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of abutting lakes or canals, if any. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas shall be installed and adequately maintained by each OWNER. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan. No gravel parking areas shall be allowed in the SUBDIVISION. No paved parking areas are to be allowed except as approved by DECLARANT.
- F. No building of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be constructed, erected or placed on any LOT or Parcel. Notwithstanding the preceding provision, DECLARANT, its successors or assigns may utilize such structure for a sales office for a period of five (5) years from the date this Declaration is recorded.
- G. Above ground swimming pools, spas and hot tubs are prohibited.

- H. DECLARANT has selected a uniform style mailbox and post for use by OWNERS in the SUBDIVISION. The location of all mailboxes and posts must be approved in writing by DECLARANT prior to installation. Each OWNER shall maintain its mailbox and post in good, clean, and attractive condition as required by DECLARANT.
- I. DECLARANT'S approval or disapproval of plans and specifications, location and plot plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.
- J. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.
- K. No structure shall be erected or constructed on any LOT or Parcel over a height of thirty-five (35') feet measured from the finished grade of the LOT or Parcel.

2. ASSESSMENTS.

- A. DECLARANT is hereby authorized and empowered by all OWNERS to, without liability or obligation, act in behalf of all OWNERS to provide FACILITIES and MAINTENANCE AND SERVICES. DECLARANT hereby declares the LOTS are subject to assessments as provided herein for their PRO-RATA SHARE of the cost of the FACILITIES and MAINTENANCE AND SERVICES. The liability and obligation for assessments shall be an equitable servitude and a covenant running with the land binding on all OWNERS. For the purposes of this Paragraph the following words shall have the following meanings:
- (1) "FACILITIES" shall mean and refer to infrastructure improvements for enhancement of the values and standards of the SUBDIVISION and the surrounding area, of the nature commonly provided for the betterment of a community, and for public health and sanitation.
- (2) "MAINTENANCE AND SERVICES" shall mean and refer to the maintenance of FACILITIES and the provision of services for enhancement of the values and standards of the SUBDIVISION and the surrounding area, of the nature

commonly provided for the betterment of a community, and for public health and sanitation.

(3) "PRO-RATA SHARE" shall mean and refer to the apportionment of costs among the LOTS in proportion to their square footage, or by any other reasonable method as determined by DECLARANT in its sole discretion.

- B. Each OWNER shall be liable for and shall promptly pay to DECLARANT an assessment (referred to herein as "facility assessment") which shall be a PRO-RATA SHARE of the cost of the FACILITIES. Said facility assessment, if any, as determined by DECLARANT, shall be a charge on the LOT and shall be due and payable within thirty (30) days after notification from DECLARANT of the amount of the facility assessment. Each OWNER shall be vested with the right to use the FACILITIES in perpetuity, subject to annual assessments and to user fees imposed by DECLARANT for the cost of operating the FACILITIES. The judgment of DECLARANT in the letting of contracts and expenditure of assessment funds shall be final.
- C. Each OWNER shall be liable for and shall promptly pay to DECLARANT an assessment (referred to herein as "annual assessment"), which shall be a PRO-RATA SHARE of the cost of MAINTENANCE AND SERVICES. Said annual assessment, if any, as determined by DECLARANT, shall be a charge on the LOT and shall be due and payable annually, in advance, on the first day of January each year, commencing with the year 1993. Said annual assessment may be adjusted from year to year by DECLARANT as the needs of the SUBDIVISION and the surrounding area may, in the sole judgment of DECLARANT require, and shall be apportioned among the LOTS in the SUBDIVISION in proportion to their PRO-RATA SHARE. In no event shall such annual assessment exceed a sum equal to ten cents (\$0.10) per square foot. The judgment of DECLARANT in the letting of contracts and expenditure of assessment funds shall be final.
- D. Upon failure of OWNER to make facility assessment or annual assessment payments when due, DECLARANT is hereby empowered to file a Claim of Lien against the OWNER'S LOT in the Public Records of Broward County, Florida, in order to secure such payments, and other such sums, all as set forth in Article V, Paragraph 24 hereof. Such Claim of Lien shall be effective from and after the date of recording in the aforesaid Public Records.

3. PRIVATE COMMUNITY.

- A. Each OWNER of a LOT in the SUBDIVISION by acceptance of a deed or other instrument of conveyance thereof, shall have an affirmative obligation to take all necessary precautionary security measures for (i) his personal safety and welfare and the security of his real and personal property in the

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SUBDIVISION, and (ii) the safety and welfare of his family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of his tenants. ALL OWNERS OF LOTS IN THE SUBDIVISION HEREBY AGREE TO HOLD DECLARANT (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), HOMEOWNERS' ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS AND EMPLOYEES, HARMLESS FROM ANY INJURIES, DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THE OCCURRENCE OF ANY CRIMINAL OR OTHER UNLAWFUL ACTIVITY WITHIN THE SUBDIVISION. DECLARANT (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), HOMEOWNERS' ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, AND EMPLOYEES, SHALL NOT BE BOUND BY ANY PRIOR OR PRESENT TERMS, STATEMENTS, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT CONTAINED IN THIS DECLARATION.

- B. DECLARANT is not responsible for the security of the OWNERS and their family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of their tenants. The SUBDIVISION is in the jurisdictional limits of the City of Coral Springs, Florida, and the Coral Springs Police Department will be responsible for the safety of the OWNERS in the SUBDIVISION. All OWNERS are advised to notify the Coral Springs Police Department of any and all health and property emergencies in the SUBDIVISION.

4. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5') feet and no hedge or shrubbery abutting the LOT lines or property lines of Parcels shall be permitted with a height of more than eight (8') feet, without approval by DECLARANT. No wall or fence shall be constructed on any LOT or Parcel until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. The height of any wall, fence, hedge or shrubbery shall be measured from the adjoining LOT'S or Parcel's then existing elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. No wood fencing material shall be permitted. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

5. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforesaid items within a permitted screened enclosure on the LOT or Parcel shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by DECLARANT, whose decision shall be final. No more than one (1) flagpole per LOT for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna. No flagpole on the LOT shall exceed a height of fifteen (15') feet above

ground level or the height of the DWELLING UNIT whichever is less. DECLARANT, its successors or assigns, shall have the right for a period of five (5) years from the date of recordation of this Declaration, to install a flagpole within the SUBDIVISION which will not exceed a height of thirty-five (35') feet above ground level.

6. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on any LOT or Parcel. DECLARANT may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, color, materials and temporary location on a LOT or Parcel must be first approved by DECLARANT. No approved construction facility shall be used as a domicile, either temporary or permanent.

7. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

A. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent LOTS or Parcels. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.

B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent LOTS or Parcels. Wall and window air-conditioning units are prohibited.

C. Solar collectors shall only be permitted at locations on LOTS or on structures thereon, as are approved by DECLARANT. All solar collectors shall be flush mounted onto a roof plane or shall be fully screened, and no exposed piping shall be permitted. Shielding of approved solar collectors may be required. The decision of what constitutes adequate shielding shall be made by DECLARANT, whose decision shall be final.

D. DECLARANT shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

8. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by DECLARANT.

9. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any LOT, Parcel, DWELLING UNIT, structure, vehicle or window (or be visible through any window on the LOT or Parcel from any location off the LOT or Parcel), unless the placement, character, form, color, size, and time of placement of such signs are first approved by DECLARANT. No freestanding signs shall be permitted unless approved by DECLARANT. Said signs must also conform with local regulatory codes and ordinances.

10. TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, AND TRAILERS.

- A. No truck or commercial vehicle of any kind shall be permitted to be parked in the SUBDIVISION for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of a DWELLING UNIT or other improvements on a LOT or Parcel. No truck or commercial vehicle shall be parked overnight or stored in or near the SUBDIVISION unless fully enclosed within a garage.
- B. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park in the SUBDIVISION at any time unless kept fully enclosed within a garage.
- C. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.

11. NO OIL AND MINING OPERATIONS. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the LOTS or Parcels, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon any LOT or Parcel. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any LOT or Parcel.

12. PETS AND ANIMALS.

- A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S LOT and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS. No animals shall be kept on any Parcel.
- B. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.
- C. No animal breeding or sales as a business shall be permitted in the SUBDIVISION.

13. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the SUBDIVISION. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the SUBDIVISION which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

14. DRAINAGE AND MAINTENANCE AREAS.

- A. No structure of any kind shall be constructed or erected, nor shall OWNER in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water, in any portion of any area reserved for, or intended by DECLARANT and DISTRICT to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of DECLARANT and DISTRICT.
- B. OWNER shall in no way deny or prevent ingress and egress to such drainage and maintenance areas for maintenance or landscape purposes by DECLARANT, DISTRICT, or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefor are hereby specifically reserved and created.
- C. No LOT or Parcel shall be increased in size by filling in any water or retention or drainage areas on which it abuts, and the slope of abutting canals and lake banks shall be maintained by OWNER. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and DISTRICT.

15. NO SUBDIVISION. NO LOT or Parcel shall be divided, subdivided, sold or conveyed, except as a whole, without the approval of DECLARANT, whose approval may be withheld.

16. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

17. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing.

18. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for all violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests, and by the guests, employees, licensees, or invitees of OWNER'S tenants at any time.

19. NOTICE TO DECLARANT OR HOMEOWNERS' ASSOCIATION. Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT, at its principal place of business as shown by the records of the Florida Department of State, or at any other

location designated by DECLARANT. Notice to HOMEOWNERS' ASSOCIATION as may be required or desired herein, shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by HOMEOWNERS' ASSOCIATION.

20. NOTICE TO OWNER. Notice to OWNER of a violation of any restriction or covenant of this Declaration, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

21. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition in and upon the COMMITTED PROPERTY and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be extended for successive periods of ten (10) years each unless an instrument signed by the then OWNERS of a majority of the LOTS in the COMMITTED PROPERTY has been recorded agreeing to change or terminate this Declaration in whole or in part.

22. AMENDMENT OF DECLARATION. DECLARANT may, in its sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

23. COMPLETION OF CONSTRUCTION. When the construction of any DWELLING UNIT or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT (which may be furnished within said sixty (60) day period), DECLARANT may enter upon the LOT or Parcel and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING UNIT or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of DECLARANT and may include but not be limited to aesthetic grounds. DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the LOT or Parcel in the Public Records

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of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

24. LIENS AND ENFORCEMENT.

- A. Enforcement of this Declaration by DECLARANT shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the LOT or Parcel encumbered thereby, the name of the record owner, the amount due, including interest from the date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments or assessments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment or assessment not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment or assessment became due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payments or assessments, the foreclosure of any lien, and the enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.
- E. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.
- F. In the event an OWNER (other than DECLARANT) institutes a legal or other proceeding to enforce any term, provision, restriction, covenant or condition contained in this Declaration, DECLARANT (and its affiliated and subsidiary entities) and its successors and assigns, officers, directors and employees, shall not in any case be liable or responsible to such OWNER or any other party to that proceeding for the payment or reimbursement of that OWNER'S or party's damages, attorneys' fees or costs associated therewith.

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25. NOTATION ON PLAT. On the Plat of WESTVIEW VILLAGE, recorded in Plat Book 147, at Page 16, of the Public Records of Broward County, Florida, there is a notation which states:

This Plat has been reviewed by Broward County and is restricted to the development of not more than eighty-three (83) detached single family dwelling units consisting of not more than sixteen (16) dwelling units on Block "A", six (6) dwelling units on Block "B", fifteen (15) dwelling units on Block "C", nine (9) dwelling units on Block "D", twenty-nine (29) dwelling units on Block "E", eight (8) dwelling units on Block "F", and open space or a recreation facility on Parcel "D". This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the Plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this Plat who took title to the property with reference to this Plat.

In accordance with said notation, DECLARANT hereby reserves the right to amend said notation and/or replat all or any portion of the Plat of WESTVIEW VILLAGE owned by DECLARANT at any time or from time to time.

26. SEVERABILITY. Invalidation of any provision under this Declaration in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

27. CAPTIONS. The captions of the various Paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

IN WITNESS WHEREOF, DECLARANT does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 14th day of February, 1992.

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Bunttemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

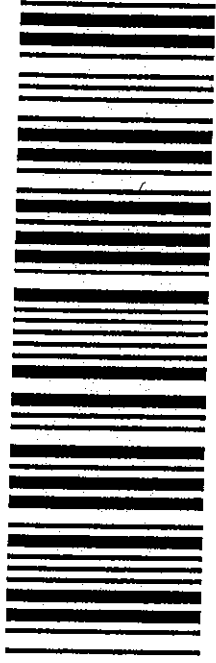
Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065

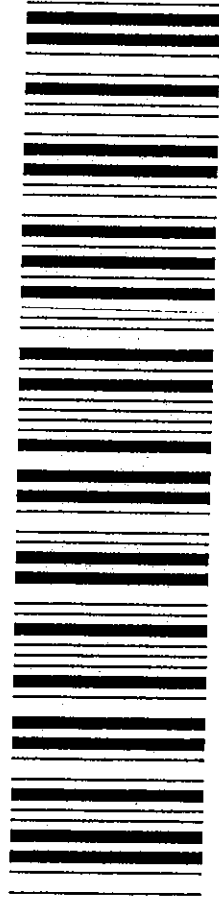
[Corporate Seal]



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* N E W D O C *



* B Y L A W S 1 1 *

BY-LAWS
OF
THE WESTVIEW VILLAGE ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "HOMEOWNERS' ASSOCIATION" as used herein, shall mean THE WESTVIEW VILLAGE ASSOCIATION, INC., a Florida corporation not for profit.

Section 2. The DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WESTVIEW VILLAGE, recorded in Official Records Book 19186, at Pages 597 through 637, inclusive, of the Public Records of Broward County, Florida, shall be referred to herein as the "RESTRICTIONS".

Section 3. All other terms which are defined in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION shall be used herein with the same meanings as defined in said Articles of Incorporation.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the HOMEOWNERS' ASSOCIATION shall be located at the Coral Springs Financial Plaza, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

Section 1. Voting rights shall be as set forth in Article V of the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION.

Section 2. All assessments and installments thereof not paid when due shall be assessed a late charge in the amount of Two (\$2.00) Dollars per diem, commencing from the due date, and costs of collection thereof, and shall result in the suspension of a MEMBER'S voting privileges and any other privileges of membership during any period of such nonpayment.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that DECLARANT, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by DECLARANT. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Election shall be by plurality vote.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee or by MEMBERS at the time of the meeting.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more MEMBERS. The Nominating Committee shall be appointed by the Board of Directors sufficiently in advance of each annual meeting of the MEMBERS in order for said Nominating Committee to properly perform its duties and responsibilities. The Nominating Committee shall serve from their appointment until the close of the annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided herein in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the MEMBERS.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those MEMBERS who have the right to vote are able to cast votes and that the vote of any member or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the MEMBERS, the ballots shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the HOMEOWNERS' ASSOCIATION, except those appointed by DECLARANT; prescribe their duties; fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the HOMEOWNERS' ASSOCIATION in any capacity whatsoever.

- (c) To establish, levy and assess, and collect the assessments referred to in Article VI, Section 2 hereof and the late charges referred to in Article III, Section 2 hereof.
- (d) To adopt and publish rules and regulations governing the use of said common properties and/or facilities and the personal conduct of the MEMBERS and their guests thereon.
- (e) To exercise for the HOMEOWNERS' ASSOCIATION all powers, duties and authority vested in or delegated to the HOMEOWNERS' ASSOCIATION, except those reserved to the MEMBERS in the RESTRICTIONS; in no event shall the Board of Directors expend Capital Contribution monies (as defined in the RESTRICTIONS), in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements), in excess of Ten Thousand (\$10,000.00) Dollars, without first obtaining the affirmative vote of a majority of all MEMBERS.
- (f) In the event that any member of the Board of Directors of the HOMEOWNERS' ASSOCIATION (other than a member appointed by DECLARANT) shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept minutes of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual or any special meeting of the MEMBERS.
- (b) To supervise all officers, agents and employees of the HOMEOWNERS' ASSOCIATION.
- (c) As more fully provided in the RESTRICTIONS:
 - (i) To fix the amount of the assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period and at the same time.
 - (ii) To prepare a roster of OWNERS in the SUBDIVISION (as such term is defined in the RESTRICTIONS) and the assessments applicable thereto which shall be kept in the office of the HOMEOWNERS' ASSOCIATION and shall be open to inspection by any MEMBER at reasonable times.
- (d) To issue, or to cause any appropriate officer to issue, upon demand by any interested person a certificate

setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held at least semi-annually. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the MEMBERS.

Section 2. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the HOMEOWNERS' ASSOCIATION or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the HOMEOWNERS' ASSOCIATION and made a part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII

OFFICERS

Section 1. The Officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of

Directors. The President shall be a member of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Board of Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Secretary of the HOMEOWNERS' ASSOCIATION shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for that purpose. He shall sign certificates of membership, if any. He shall keep the records of the HOMEOWNERS' ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the HOMEOWNERS' ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3 hereof).

Section 6. The Treasurer may sign all checks of the HOMEOWNERS' ASSOCIATION, provided that such checks shall also be signed by one (1) Director. However, in the event that the Treasurer is unavailable, checks may be signed by any two (2) Directors. The Treasurer shall keep books of account according to generally accepted accounting principles consistently applied and cause an annual audit of the HOMEOWNERS' ASSOCIATION'S books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget, an annual balance sheet statement and an annual statement of operations, and the balance sheet statement and the statement of operations shall be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

Section 1. The HOMEOWNERS' ASSOCIATION may have the following Committees: (a) Recreation Committee; (b) Maintenance Committee; and (c) Finance and Audit Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for Board contact. Committee members may be appointed by the Board of Directors to serve until the close of the next annual meeting. The Board of Directors may create, from time to time, such other committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the recreational program and activities of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the HOMEOWNERS' ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the HOMEOWNERS' ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at a regular meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints and suggestions from MEMBERS on any matter involving HOMEOWNERS' ASSOCIATION functions, duties, and activities within its field of responsibility. It shall dispose of such complaints and suggestions as it deems appropriate or refer them to such other committee, Director or Officer of the HOMEOWNERS' ASSOCIATION as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the MEMBERS shall be held on the third Tuesday of the month of March in each year, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by a majority of the members of the Board of Directors, or upon written request of the MEMBERS who have the right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting of MEMBERS shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the HOMEOWNERS' ASSOCIATION. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business

to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles of Incorporation or by the RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-fourth (1/4) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically terminate upon sale by the MEMBER of his LOT or interest therein in the SUBDIVISION.

Section 3. A MEMBER shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Directors shall approve:

I, _____, being a member in good standing of THE WESTVIEW VILLAGE ASSOCIATION, INC. hereby appoint _____ as my proxy to vote for me and on my behalf at the annual meeting to be held on the _____ day of _____, 19__ and any adjournment thereof.

Signed this _____ day of _____, 19__.

(Signature of Member)

Lot _____, Block _____,
_____ Plat

ARTICLE XII

BOOKS AND PAPERS

The books, records and papers of the HOMEOWNERS' ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any MEMBER.

ARTICLE XIII

CORPORATE SEAL

The HOMEOWNERS' ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE WESTVIEW VILLAGE ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the RESTRICTIONS may not be amended except as provided in said RESTRICTIONS.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the RESTRICTIONS and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the RESTRICTIONS, the RESTRICTIONS shall control.

Section 3. Notwithstanding the foregoing, no amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of the rights or privileges of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as DECLARANT of the RESTRICTIONS without DECLARANT'S prior written consent.

ARTICLE XV

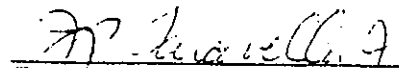
GENDER

Whenever in these By-Laws the context so requires, the use of any gender shall be deemed to include all genders.

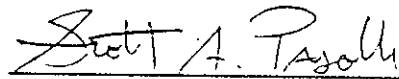
IN WITNESS WHEREOF, we, being all of the Directors of THE WESTVIEW VILLAGE ASSOCIATION, INC., have hereunto set our hands this 16th day of March, 1992.



James P. McGowan, Director



J. P. Taravella, Jr., Director



Scott A. Pasolli, Director

WESTVIEW VILLAGE HOA
BOARD OF DIRECTORS MEETING
March 29th, 2007 at 7:00 PM
Integrity Property Management
953 University Dr, Coral Springs, FL 33071

AGENDA

- I. ROLL CALL

- II. FINANCIAL REPORT

- III. NEW BUSINESS
 - A. Rules & Regulations
 - B. Storm Drain Cleaning & Repair

- IV. ADJOURNMENT

- V. GOOD AND WELFARE

WESTVIEW VILLAGE HOA
www.WestviewVillage.org
BOARD MEETING
7:00 PM on March 29, 2007
At Integrity Property Management
Minutes

Meeting was called to order at 7:00 PM

Roll call: Ray Clark – President, Julie Walk – Vice President, Barbara Haydu – Treasurer, Norman R. Toro – Secretary Arrived at 7:15, James Saulsby – Director
Joe Kay represented Integrity Property Management.

Joe read the highlights of the financials for period ending 2/28/07

Ray reviewed the Rules & Regulations and James motions to approve them correcting the typo in 4.1 and adding the pet cleanup wording from the city code seconded by Norm approved by all.

James motions to accept the lowest bid for the storm drain cleaning and repair seconded by Barb approved by all.

The Property Manager was instructed to:

- Get a bid from NTTI for trimming individual members trees
- Obtain bids to close in the beds along NW 100th Av and add mulch
- Have the fence along NW 100th Ave repaired
- Check to see who has not paid for their mailbox
- Post meeting sign 1 week in advance

With no further business to discuss, a motion was made by Norm to adjourn the meeting at 8:05 seconded by Julie all in favor meeting adjourned.

Respectfully Submitted,

Joe Kay

Joe Kay

WESTVIEW VILLAGE ASSOCIATION

The following rules and regulations have been promulgated in accordance with the Articles and By-laws of The Westview Village Association, Inc.

1. Lighting

1.1 Each dwelling unit shall have 1 pole mounted light fixture of a uniform style and/or brand as approved by Declarant which shall be installed in the front yard of the lot. Said fixture shall be connected to the individual dwelling unit's electrical system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. (Article III section 4)

2. Garage, storage areas

2.1 Every dwelling unit in the subdivision shall have a minimum of 2 car garage and no dwelling unit shall have more than 3 car garage. No garage shall be converted into additional living area. Repair of vehicles is permitted only inside the garage. All garage doors shall be equipped with automatic door openers and closers (Article III section 6A)

2.2 No unenclosed storage shall be allowed. No enclosed storage area shall be erected which is separate from the dwelling unit. (Article III section 6B) No building of any kind of what is commonly known as factory built, modular or mobile home shall be constructed, erected or placed upon any lot. (Article V section F)

3 Basketball Hoops

3.1 Any approved regulation size basketball backboard and pole shall be located adjacent to the lot's permitted driveway. Approved poles shall be constructed of metal material. (Article III section 8)

4. Maintenance of lots

4.1 Landscaping. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any lot, no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on the lot. All lawns shall be neatly edged and all landscaping material shall be maintained in good and living condition at all times. Replacement of dead, diseased and/or missing landscaping material must be with the material of the same species, height, width and quality as the remaining landscaping. (Article III section 9A)

4.2 The Owner shall maintain the lot and the dwelling unit, structures, improvements and landscaping and appurtenances thereon in a good, safe, clean, neat finishes, painted and attractive condition at all times. No rust stains or discoloration shall be permitted upon the exterior surfaces of any dwelling unit or structure. (Article III section 9B)

5 Swimming pools and spas

5.1 Above ground swimming pools, spas and hot tubs are prohibited (Article V section G)

6 Mailboxes

6.1 Each Lot on which a residence has been completed as evidenced by issuance of a certificate of occupancy shall have upon it a mailbox of uniform style that has been selected by the Board. Each owner shall maintain it's mailbox and post in good, clean and attractive condition.

7. Walls and fences

7.1 No wall or fence shall be constructed with a height of no more than five (5') feet and no shrubbery abutting the Lot lines or the property lines of the parcels shall be permitted with a height of more than eight (8') feet No wood fencing material shall be permitted. (Article V section 4)

8. Antennas and flagpoles.

8.1 No outside antennas, antenna poles, antenna masts and electronic devices, satellite dishes or antenna towers shall be permitted without written consent of the Board. No more than 1 flagpole per lot for display of the American flag only shall be permitted and the design and location must be approved by the Architectural Board. An approved flagpole shall not be used as an antenna (Article V section 5).

9. Garbage and trash containers.

9.1 All garbage and trash containers must be placed in fenced, landscaped or walled-in areas so that they are not seen from the street or adjacent lots (Article V section 7 A)

10. Signs

10.1 No signs, either permanent or temporary in nature shall be erected or displayed on any lot, parcel, Dwelling unit, structure, vehicle or window. (Article V section 9)

11. Trucks and Commercial vehicles

11.1 No truck or commercial vehicle of any kind shall be permitted to be parked in the subdivision for a period of more than 4 hours unless said vehicles are temporarily present

and necessary in the actual construction or repair of a dwelling or other improvements on the lot or parcel. No truck or commercial vehicle shall be parked overnight or stored in or near the subdivision unless fully enclosed within the garage. (Article V section 10)

12. Pets and animals

12.1 Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers as determined by the Board. All animals shall be contained on the owner's lot and shall not be permitted to roam free, or to otherwise disturb the peace of other owners. Swine goats horses cattle sheep chickens and the like are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. (Article V section 12 A and B)

13. Nuisances

13.1 Nothing shall be done which may be or may become an annoyance or nuisance to the subdivision. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the subdivision which can be construed to constitute a nuisance, public or private in nature.

14 Architectural Modifications

14.1 All requests for Architectural modifications to a homeowners dwelling or landscaping must be in writing and presented to the Board for approval prior to any commencement of work. This includes all landscaping, fences, pools, driveways, roofs, pavers, painting etc.

15. Maintenance of Common grounds

15.1 The Board of Directors is in it's sole discretion has a responsibility to maintain all areas of the common property, including but not limited to the maintenance, landscaping, irrigation lighting and recreational areas. The Board may have speed bumps installed and may provide, purchase, construct, improve, maintain, repair, replace and operate privacy gates. (Article II section D)

March 16, 2006

Board of Directors

PETITION FOR THE REMOVAL OF SPEED BUMPS FROM WESTVIEW VILLAGE

On March 14, 2006 speed bumps were installed in Westview Village. We are informing the Board of Directors, through this Petition, that the undersigned are in complete disagreement with the decision to install the speed bumps. They constitute a hazard to our vehicles through increased maintenance costs and are a detriment to the established values of our dwellings. They cheapen the appearance of the neighborhood and suggest that there is a problem when in fact, none exists. Further, it is our position that the means by which the decision to install speed bumps was made was inappropriate and inequitable. Therefore, the signatories demand that the speed bumps be removed at once

Name / Address	Name / Address	Name / Address
James J. McAllister 5724 NW 100 th Way	Roger Edwards 1026 NW 56 CT	Bob Prather 5745 NW 100 th St.
Mariana Ionescu 5704 NW 100 Way	Cheryl Tobin 10034 NW 56 CT	DAVID GIBSON 10004 NW 57 th place
Bruce Rubin 5723 NW 100 way	Lynn Noordhoek 10047 NW 56 Ct.	Maria Vaughn 5722 NW 101 st dr.
JAY SUNDARARAJAN 5743 NW 100 th WAY	Michael Sorensen 5648 N.W. 100 th way	VIVIONA STIGLICH 5728 NW 101 way
Rosalie FAZIO 5668 NW 100 th Way	Diane Berman 5722 NW 100 th way.	Doug Chamis 10020 NW 57 th place
Ann Greenstein 10050 NW 56 CT.	Lynn Kunkel 10028 NW 57 th PL -	SIM DeSeno 5703 NW 100 th St.
PAUL Kopp 10027 NW 56 Ct.	Linda Christoffersen 5744 N.W. 100 th Way	
ANN ACEVEDO 10019 NW 56 th CT.	Mindy Kahn 5746 NW 100 th Terrace	
Larry Church 10018 NW 56 Ct	WYNNE WHEATON 5705 NW 100 th St.	