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DECLARATION OF COVENANTS AND RESTRICTIONS

THE PRESERVE

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 DECLARATION OF COVENANTS AND RESTRICTIONS
 THE PRESERVE

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THIS DECLARATION ("Declaration") made this ____ day of _____, 198__ by PULTE HOME CORPORATION, a Michigan corporation.

W I T N E S S E T H :

WHEREAS, Declarant is the record owner in fee simple of real property described in Exhibit "A" attached hereto and intends to develop thereon and on other real property as set forth herein a residential community to be known as The Preserve; and

WHEREAS, in order to develop the community and preserve the values and amenities of the property constituting the same, it is necessary to declare and subject the Property to certain land use covenants, servitudes, impositions, easements, restrictions, reservations, regulations, burdens and liens and to delegate and assign to a corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the Covenants hereinafter set forth and this Declaration, which shall constitute a covenant running with the land and shall be binding on, and inure to the benefit of, the Property and all parties having any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, successors, and assigns.

1. DEFINITIONS

1.1 Definitions. The following terms, when used in this Declaration, shall have the meanings set forth below:

1.1.1 "ARTICLES" and "BY LAWS" shall mean the Articles of Incorporation and the By-Laws of the Association, copies of which are attached hereto as Exhibits "B" and "C", respectively.

1.1.2 "ARC" shall mean the Architectural Review Committee established pursuant to Article 9 of this Declaration.

1.1.3 "ASSESSMENTS" shall mean a share of the Association expenses allocated to each Owner required for the payment of the Association expenses which from time to time are assessed against the Lots and Units and Lot Owners and Unit Owners, and shall include periodic, general, special or other assessments.

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1.1.4 "ASSOCIATION" shall mean and refer to Woodside Estates Homeowners Association, Inc. f/k/a The Preserve Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns, which is the entity responsible for the ownership, operation, management, maintenance, repair and replacement of certain portions of the Property as hereinafter provided.

1.1.5 "BOARD" shall mean the Board of Directors of the Association.

1.1.6 "COMMON PROPERTY" or "COMMON PROPERTIES" shall mean and refer to those tracts designated as Common Property and dedicated to the Association on the Plat of the Property and such other properties, both real and personal, as provided in this Declaration. It is the intention of the Declarant to designate portions of the Property as Common Properties and to convey fee simple title thereto to the Association as hereinafter provided.

1.1.7 "COVENANTS" shall mean the servitudes, impositions, easements, restrictions, reservations, regulations, burdens and liens created by this Declaration.

1.1.8 "DECLARANT" shall mean Pulte Home Corporation and such of its successors and assigns to whom it shall assign all or part of its rights, duties and obligations by instrument recorded among the Public Records of Broward County, Florida.

1.1.9 "DWELLING UNIT" or "UNIT" shall mean and refer to a building situated on a Lot or Lots designed and intended for use and occupancy as a residential dwelling unit. A Lot may contain one or more Units, and a Unit may be a single family home, townhouse, villa, apartment, condominium unit, patio home or other attached or clustered dwellings.

1.1.10 "INSTITUTIONAL MORTGAGEE" shall mean a bank, savings and loan association, insurance company, credit union or union pension fund authorized to do business in the United States, an agency of the United States government, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), Government National Mortgage Association ("GNMA"), a real estate or mortgage investment trust or lender generally recognized in the community as a "Institutional type lender".

1.1.11 "LOT" shall mean and refer to any residential Lot as shown on a Plat as presently or hereafter recorded or modified.

1.1.12 "MEMBER" shall mean an Owner who is a member of the Association as provided in the Articles, By-Laws and provisions hereof.

1.1.13 "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any non-profit corporation organized by the Declarant for purposes of administering a portion of The Property which are governed by this Declaration and which has additional or separate functions from the Association.

1.1.14 "OWNER" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot or Dwelling Unit. For purposes of this Declaration, the Articles, Bylaws and rules and regulations provided thereunder, each Lot and/or Dwelling Unit shall be deemed to have one Owner.

1.1.15 "PLAT" shall mean and refer to any plat of the Property which has been or is hereafter recorded among the Public Records of Broward County, Florida.

1.1.16 "THE PRESERVE" shall mean that residential development (to the extent made subject to this Declaration) located wholly within the plats of Woodside Village Section 1 ("Woodside Village"), Plat Book 92, page 14 and Woodside Estates ("Woodside Estates"), Plat Book 127, page 10, both of the Public Records of Broward County, Florida. The reference herein to the plat of Woodside Estates does not and shall not submit that property to this Declaration, and the plat is mentioned herein solely as a reference to the area in which the property may be made subject to "The Preserve". No property shall be made subject to this Declaration unless specifically described on the attached Exhibit A or until such time as it is specifically submitted by appropriate instrument filed in accordance with this Declaration, as further described in Paragraph 1.1.17 hereof.

1.1.17 "PROPERTY" shall mean and refer only to the real property specifically described on the attached Exhibit "A", together with any additional real property (which must be located within The Preserve (as defined above)) which may hereinafter be made subject to this Declaration by a supplemental or amendatory declaration of Declarant.

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1.1.18 "SUBDIVISION" shall mean and refer to the subdivision of the Property according to a plat or plats thereof recorded among the Public Records of Broward County, Florida.

1.1.19 "TRACT" or "PARCEL" shall mean and refer to "Tracts" or "Parcels" so designated on the Plat.

1.1.20 "TURNOVER" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Declarant conducts a Special Meeting of the Membership for the purposes of election of officers and directors, as set forth in Article 3 of this Declaration.

1.2 Other Defined Terms. Other terms defined in this Declaration shall have the meanings so specified.

2. LOTS, UNITS, COVENANTS, RULES AND REGULATIONS

2.1 Use Restrictions. Lots shall be used for Dwelling Unit purposes in accordance with the provisions hereof and for no other purpose except as provided in Section 2.2 below. No business or commercial buildings may be erected on any Lot, no business or profession may be conducted upon any part of the Property and no building or portion thereof shall be used or maintained for any such purposes. Any Lot developed by Declarant for recreational or other community purposes and conveyed to the Association as Common Property shall be used for such purpose.

2.2 Development Purposes. Notwithstanding the provisions of Section 2.1, as long as Declarant or its successors and assigns shall retain title to any Lot or other portion of the Property, it may use or permit others to use one or more Lots or other portions of the Property for any of the following purposes ("Development Purposes"):

2.2.1 Construction of buildings and other improvements, including material and equipment storage, and trailers and offices associated with construction and development; and

2.2.2 Sales and marketing purposes, including model sales offices;

Declarant may authorize other persons or entities to utilize any Lot or other portions of the Property for Development Purposes so long as such persons or entities own any Lots or other portions of the Property.

2.3 Landscaped Areas. All areas of Lots or other portions of the Property not covered by buildings, structures or paved parking facilities shall

be maintained by the Owner as lawn or landscaped areas to the pavement edge of any abutting street or to the water line of any abutting lake(s) or canal(s); provided that such maintenance responsibility shall not extend to any contiguous area required by this Declaration to be maintained by the Association. All landscaping shall, at all times, be regularly mowed, trimmed or otherwise maintained in good condition, no excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon, and no refuse or unsightly objects shall be allowed to be placed or remain on, any Lot or other portion of the Property. The requirements of this subsection shall not apply to Lots owned by Declarant upon which a Dwelling Unit has not yet been constructed and completed.

2.4 Garages and Storage Areas. No garage shall be erected which is separate from the main residence building which it serves. Repair of vehicles shall be permitted only inside the garage. No unenclosed storage area, auxiliary building, garage or structure of any kind shall be erected which is separate from the main residence building which it serves.

2.5 Antennas and Flagpoles. No satellite dishes, outside antennas, antenna poles, antenna masts, antenna towers or electronic devices shall be installed upon any Lot or other portion of the Property or structure thereon. However, this prohibition shall not apply to lightning arresters or solar energy collection devices, apparatus and collectors with respect to which the pipes and equipment required with respect to such devices and apparatus may be located outside the enclosed space of a Dwelling Unit as constructed by Declarant or approved by the ARC. No flagpole shall be permitted to be erected except to display the American flag, and the height of such flagpole and size and proportions of any flag shall be subject to the prior approval of the ARC.

2.6 Accessory or Temporary Buildings. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be permitted or used on the Property at any time, either temporarily or permanently, except as provided in Section 2.2 above.

2.7 Garbage Containers, Oil and Gas Tanks, Air-Conditioners. All garbage and refuse containers, air-conditioning units, oil tanks, bottled gas tanks, sprinkler system pumps, and permanently affixed swimming pool equipment, pumps and housings shall be underground or placed in walled-in or

landscaped areas so that they shall be substantially concealed or obscured from any eye-level elevation on any street or adjacent properties; provided that this Section 2.7 shall not apply to Declarant or its designee, or its or their contractors during construction of improvements by or on behalf of the Declarant or such designee. No wall or window air-conditioning units shall be permitted. No reflective foil or other reflective substance shall be placed on any glass surface of any Unit except as approved by the ARC for energy conservation purposes. No portion of the Property shall be used or maintained as a dumping ground for rubbish, and all equipment for the storage or disposal of rubbish shall be kept clean and in a sanitary condition.

2.8 Automobiles, Commercial and Recreation Vehicles, etc. The residents of any Dwelling Unit may keep within their Lot in a designated parking area one (1) small truck or van of the type commonly used as a private passenger vehicle so long as no commercial equipment or lettering is exposed upon or in such vehicle.

2.8.1 No vehicle may be kept on the Property which is unlicensed or inoperable unless kept fully enclosed inside a garage.

2.8.2 No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Dwelling Unit or to service the same.

2.8.3 No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to park within the Property at any time unless kept fully enclosed inside a garage which garage contains a full garage door and such garage door is kept closed.

2.8.4 No repair work to any type of motor vehicle, boat or boat trailer shall be conducted on any Lot other than very minor repairs.

2.8.5 No truck, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

2.8.6 No motorized vehicle (including without limitation all-terrain vehicles or cycles, "dirtbikes", or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if appropriately licensed. This prohibition shall not

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apply to authorized vehicles of Declarant, Association, contractors or any governmental entity.

2.9 Outside Storage of Personal Property. All personal property of any Owner shall be stored inside the Owner's Dwelling Unit and shall not be left outside overnight, with the exception of the Owner's permitted motor vehicles and patio furniture and accessories.

2.10 Nuisances, Animals and Pets. No person, including any Owner, lessee, invitee, permittee or occupant of any Dwelling Unit shall do or permit any act or omission which may be, become or cause an annoyance or nuisance to the neighborhood, and without limiting the generality of the foregoing:

2.10.1 no obnoxious, unpleasant or offensive activities shall be carried on, nor shall anything be done within the Property which could be construed to constitute a nuisance, public or private in nature;

2.10.2 no animals, livestock or poultry of any kind shall be kept, except that dogs, cats and other household pets (collectively, "Pets") may be kept upon Lots improved with Dwelling Units provided that:

(a) they are not kept, bred or maintained for any commercial purpose;

(b) no person keeping a Pet shall permit it to go or stray upon any other Lot without the permission of the Owner thereof, all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a Pet on any portion of the Property other than the Lot owned by the Pet's owner shall be immediately removed by the Pet's owner; and

(c) such Pets shall not constitute a nuisance to other residents within the Property.

2.11 No Filling-In. No Lot shall be increased in size by the filling-in of any water on which it abuts, and the slope of any banks or swales shall be maintained by the Owner of the Lot to the waterline.

2.12 Docks. No docks, boathouses or similar structures shall be constructed by any Dwelling Unit Owner on any portion of a Lot or upon any portion of any lake, canal or waterway within the Property. This prohibition shall not apply to the Declarant.

2.13 Boats. No boats or other watercraft of any type or nature shall be permitted upon any lake, canal or waterway within the Property except

those used in performing maintenance or as may be permitted by the Association. This prohibition shall not apply to Declarant.

2.14 Easements. Easements for vehicular and pedestrian ingress and egress, access, control, installation and maintenance of utilities and drainage facilities shall be reserved as shown on the Plat, or as may hereafter be established by Declarant, and such easements shall be deemed to be granted to the Association, Members and their families, guests, servants, invitees and employees.

2.15 Rules and Regulations. The Board may, from time to time, adopt and amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Property.

2.16 Clothes Lines. No clothes lines or similar type structure shall be permitted on any portion of the Property.

2.17 Setback Lines, Size of Buildings and Building Height. Setback lines, building sizes and building heights shall be determined in accordance with the requirements of the City of Coral Springs as they may exist from time to time.

2.18 Signs. No signs of any type (including "for sale" and "for rent" signs) shall be erected or displayed on any Lot or structure unless the placement, character, form, size, color and time of placement of such sign shall be first approved in writing by the ARC.

2.19 Trees. Owners shall not remove trees on their lots nor trim trees excessively unless such trees are diseased. Any tree removed must be replaced with a tree of similar variety and quality which will, when mature, be of similar size to the tree which was removed. Any tree removal is subject to any required prior approval of all applicable governmental authorities.

2.20 No Subdividing. No Lot shall be divided or sold except as a whole without the prior written approval of Declarant or the Association.

2.21 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable rules and regulations. No Unit may be leased more than twice in any calendar year; and no lease shall be approved for a term less than four (4) months. At the discretion of Association, Owners wishing to lease their Units

shall be required to place in escrow with the Association a sum as determined by the Association which may be used by the Association to repair any damage to the Common Properties or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Association shall be returned to the Owner within thirty (30) days after the tenant and all subsequent tenants permanently move out. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable rules and regulations. The Association and the Owner shall both have the right to collect attorneys fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of this Declaration. The Declarant is exempt from the provisions of this section with respect to any Units leased by Declarant.

2.22 Rights of Declarant. Notwithstanding any provisions of this Declaration, Declarant shall have the right to construct buildings, Dwelling Units, signs and other improvements including landscaping on the Property without the approval of any entity or person. The construction of buildings, Dwelling Units, signs and improvements shall be of such type, nature, design, size, shape, height, materials and location, including landscaping (which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like) as Declarant determines in its sole discretion without obtaining the prior consent or approval of the Association, the ARC or any other person or entity provided that all the same complies with applicable governmental requirements.

3. THE ASSOCIATION

3.1 Purpose. The purpose of the Association shall be to accept and hold title to the Common Property in accordance with the provisions of the Section 4 hereof, operate, manage, maintain, repair and replace the Common Property, enforce the provisions contained in this Declaration, levy Assessments

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and collect the same, and otherwise to do and perform such other functions as may be necessary or desirable to keep and maintain the standard of the Subdivision and the surrounding areas as contemplated in this Declaration. The Association shall have the power to contract with others for (i) the operation, management, maintenance, repair and replacement of the Common Property; (ii) the administrative functions of the Association; and (iii) the provision of utility and other services to the Property, all of which costs and expenses shall be included within Assessments of the Association.

3.2 Membership in the Association. All Owners shall automatically be Members of the Association. Members shall be comprised of two classes as follows:

3.2.1 Class A Members. Class A Members shall be all Owners other than the Declarant so long as the Declarant, its successors, assignees or designees shall continue to be a Class B member as hereinafter provided. If more than one person owns an interest in any Lot or Dwelling Unit, all such persons shall be Members, but there shall be only one vote cast with respect to such Lot or Dwelling Unit. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

3.2.2 Class B Member. The Class B member shall be the Declarant or its successors, assignees or designees, provided that the Class B membership shall cease and become converted to Class A membership upon the happening of the first to occur of the following:

(a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, as provided for in Section 3.3; or

(b) certificates of occupancy have been issued for Dwelling Units upon 90% of all the Lots which may be submitted to this Declaration; or

(c) five years from the first conveyance of a Dwelling Unit to a Class A Member; or

(d) The Class B member, in its sole discretion, elects to convert its membership to Class A membership as evidenced by a written notice to the Association thereof executed by the Class B Member.

3.3 Voting Rights. The Class A and Class B members shall have the following voting rights:

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3.3.1 Class A members shall be entitled to one vote in the Association for each Lot or Dwelling Unit owned; and

3.3.2 Until the conversion of Class B memberships to Class A memberships as provided for in Section 3.2 above, the Declarant (including its designees, successors and assigns) shall be entitled to three (3) votes in the Association for each Lot or Dwelling Unit owned by it or which Declarant has a right to submit to this Declaration.

3.3.3 Turnover. Within ninety (90) days after the happening of the later of the conversion of Class "B" Membership to Class "A" Membership in the manner described above, or the voluntary termination or relinquishment (whichever occurs first) of the Declarant's right to elect a majority of the Board of Directors of the Association the Members other than Declarant shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (hereinafter called "Turnover Meeting") for the purpose of electing the Board of Directors. Provided, however, that so long as the Developer is the Owner of one Lot or Dwelling Unit governed by the Association, the Developer shall be entitled to appoint one Member to the Board of Directors. Members other than Declarant shall be required to accept responsibility for the Association from and after Turnover and if they fail to do so Declarant may charge a management fee for its continued operation of the Association which shall be a lien on all Lots and Units, enforceable as if it were a mortgage.

3.4 No Assessments of Certain Lots/Dwelling Units. Without limiting the generality of Section 6.3 below, but in amplification thereof, and notwithstanding anything to the contrary contained in this Declaration, no Class B member shall be required to make any contributions to the Association or pay any Assessments with respect to any Lots or Dwelling Units owned by the Class B member, and the Association shall have no authority to levy an Assessment against a Class B member or impose any lien upon any Lot or Dwelling Unit owned by a Class B member.

4. COMMON PROPERTIES

4.1 The responsibility for the maintenance of the Property is divided between the Association and the Owners. In the event that the Declarant forms one or more Neighborhood Associations, some of the maintenance responsibilities of the Association may become the obligation of one or more of

such associations. Management and maintenance responsibilities of Neighborhood Associations may be different from the Association's responsibilities, depending on the type and character of the Units and Improvements in that part of the Property. If the Association performs any functions delegated to such Neighborhood Association, the Association shall have a lien against the Lots and Units benefitted thereby for the collection of the cost thereof. Unless otherwise provided in any of the declarations described in the foregoing sentence, the maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration.

4.2 Conveyance, Ownership and Certain Reservations. The recordation of the Plat(s) and dedications contained therein, shall be deemed to constitute conveyances to the Association of the Common Properties as set forth on the Plat(s), provided however that Declarant may convey the Common Properties to the Association by deed and any portion of the Property conveyed by Declarant to Association shall become a Common Property.

4.2.1 Declarant and the Association hereby covenant with one another that the Common Properties shall be subject to and bound by the terms of the Plat(s) and this Declaration, and the use and enjoyment of the Common Properties shall be subject to such rules and regulation relating thereto as may be adopted or amended from time to time by the Association.

4.2.2 The Association may, in its discretion, maintain any portion of any Plat which is dedicated to the public or which is dedicated or conveyed to any governmental authority, if the Association deems such maintenance to be in the best interest of the residents of the Property.

4.2.3 Declarant hereby reserves, and Association hereby irrevocably grants Declarant, the right to construct or make such improvements to the Common Property as the Declarant determines. The right of Declarant herein reserved and granted by the Association shall entitle, but not obligate, Declarant to make or construct improvements to the Common Property.

4.3 Members Easements of Enjoyment. Upon conveyance to the Association of any Common Property, and subject to the provisions and limitations of Section 4.4 below, each Member shall have a non-exclusive right and easement of ingress, egress and enjoyment in and to the Common Property, which rights and easements shall be appurtenant, and shall pass with title to, each Lot.

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4.4 Limitation. The rights and easements of ingress, egress and enjoyment of the Common Property created pursuant to Section 4.2 above shall be subject to the following:

4.4.1 The Association shall have the right to prescribe such rules and regulations for the use of the Common Property as it may deem necessary for the health, safety and welfare of the Members and Owners including, without limitation, regulations regarding swimming, boating, fishing and other use of Water Management Areas;

4.4.2 The Association shall have the right to dedicate, transfer or grant easements in or over all or any part of the Common Property to any public agency, authority or utility for utility purposes or other public purposes and subject to such conditions as may be agreed to by the Association;

4.4.3 Declarant or the Association, their successors and assigns, shall have the right, and are hereby granted an easement, to construct on, over, under and across the Common Property and to maintain thereon water, electric, gas, telephone and other utility facilities and water management and water retention drainage systems as the Association or Declarant, or either of them, may deem necessary or desirable to serve the Property or any part thereof, together with the right of Declarant and/or the Association to grant easements to others for like purposes.

5. MAINTENANCE

5.1 Maintenance by Unit Owners. Each Owner shall maintain his Dwelling Unit in a good, safe, clean, neat and attractive condition. In particular, the exterior of each Dwelling Unit including, but not limited to, roof, walls, windows, patio areas, pools, screening, awnings, outdoor lighting, walks, driveways, irrigation system, mailboxes and newspaper boxes shall be maintained in good and functional condition and repair and in a neat and attractive manner, in accordance with rules or specifications promulgated from time to time by the Association and/or the ARC. All painted areas on the exterior of a Dwelling Unit shall be painted as reasonably necessary with colors which are harmonious with other Dwelling Units in The Preserve, and no excessive rust or other mineral deposits on the exterior of any Dwelling Unit from the Lot's irrigation system, peeling of paint or discoloration of same shall be permitted. If an Owner repaints his Dwelling Unit, it shall be in the same

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color (including trim) as the original color when conveyed by Declarant. Each Owner shall also keep and maintain each Lot and Dwelling Unit owned by him, including all landscaping located thereon, in good condition and repair, including, but not limited to:

5.1.1 repairing and painting (or other appropriate external care) of all structures;

5.1.2 seeding, watering and mowing of all lawns; and

5.1.3 pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view of motorists or pedestrians.

5.1.4 Each Owner (except Declarant with respect to Lots owned by it on which a Dwelling Unit has not yet been constructed and completed) shall be responsible to maintain and landscape the Lot owned by such Owner, including all berms and banks abutting Water Management Areas (even though such berms and banks may not be part of the Owner's Lot), provided, however, that if Declarant, the Association or any utility shall disturb the surface of any Lot required to be maintained by the Owner of such Lot, the Declarant, Association or utility, as the case may be, shall restore the surface of such Lot in its pre-existing condition.

5.2 Maintenance by the Association.

5.2.1 The maintenance, repair and replacement of the Common Properties, including the improvements thereto, shall be the obligation of the Association. Such improvements include, without limitation, roadways, sidewalks, cul-de-sacs, parking areas not on Lots, street signs, project entry signs, security gatehouse and entry area, perimeter walls, Common Property lighting, jogging or fitness trails or paths, ponds, lakes and other water areas, Common Property landscaping, tot lot and master sprinkler system.

5.2.2 Without limiting any other authority granted in this Declaration, the Association shall be responsible for, and shall have the right to enter upon any Lot or other portion of the Property at reasonable times for the purpose of, upkeep, maintenance and landscaping of Water Management Areas and all other Common Property, such obligations to include compliance with all applicable laws, ordinances and regulations as herein defined.

5.2.3 The 5.049 acre park site shown on the Plat shall be maintained by the City of Coral Springs ("City") or the County of Broward, as

the case may be, pursuant to the Park Agreement attached hereto as Exhibit "D". In no event shall maintenance thereof be the responsibility of the Association, unless the Association so elects. The park site is a nature preserve and access to and activities in the park of Owners and their tenants and guests shall be limited to passive recreation in accordance with rules and regulations promulgated by the appropriate governmental authority. No trees, flowers or other plants shall be cut or disturbed nor shall any birds or animals in the park be harmed in any way.

5.2.4 The sewer system servicing the Property shall be maintained by the City pursuant to the Sewer Agreement and Public Utility Easement Agreement attached hereto as Exhibit "E" and "F" respectively. In no event shall such maintenance be the responsibility of the Association, unless the Association so elects.

5.2.5 Maintenance of Canals. The canals of Woodside Estates and Woodside Village as described on the plats of Woodside Estates and Woodside Village may, at the sole discretion of the Association, be (but are not hereby required to be) maintained by the Association in the manner prescribed by the South Florida Water Management District. In the event of the dissolution or termination of the Association, the City shall not be obligated to carry out any of the maintenance obligations of the Association unless such obligations are undertaken by way of a resolution of the City Council of the City.

5.2.6 Maintenance of Lakes and Water Retention Areas. The Association shall be responsible for the maintenance of any and all lakes and water retention areas and their water quality in a pollution-free and wholesome manner. In the event that the City establishes that unreasonable settling, erosion, or pollution exists in any lake or retention area, the Association, agrees to comply with the City's reasonable requests to correct the nuisance which any of these conditions has created. Should the Association fail to undertake the City's required corrective action, the City shall have the power and authority to require the Association to undertake any and all corrective action at the Association's expense or to undertake such action at the City's own expense and to assess the Association with the cost of such corrective action, which cost shall be a lien against the Property commencing from the time of the filing against the Property by the City in the Public

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Records of Broward County, Florida, of the appropriate document manifesting the City's claim.

5.2.7 Maintenance of Masonry Walls and Security Systems.

Any masonry walls and security systems surrounding portions of the Property shall be maintained by the Association, and a perpetual easement of ingress and egress over the Lots and Units abutting the masonry walls and security systems is hereby granted to the Association for purposes of construction and maintenance activities related to any such masonry walls.

5.2.8 No Liability of Declarant. Notwithstanding anything

to the contrary herein contained, Declarant shall not be responsible for the landscaping, upkeep, maintenance, repair or replacement of the Common Property, or any easement area, utilities or improvements that may be located in, on or under any such Common Property, or easements which serve or may be served by them; provided that Declarant may, but shall not be required to, install, maintain, repair or replace landscaping, fencing and signs upon the Common Property or other easements which are the responsibility of the Association as Declarant may deem necessary or appropriate for the development and of the Subdivision.

6. ASSESSMENTS

6.1 Maintenance and Other Assessments. In order to maintain the standards of the Subdivision and surrounding areas as well as the interests of public health and welfare, each Lot and Dwelling Unit shall, except as provided in Sections 3.4 and 6.3 hereof, be subject to Assessments.

6.1.1 Periodic, general Assessments shall be imposed by the Association against the Owner of each Lot and Dwelling Unit for the purposes of:

(a) Maintaining, repairing and replacing easements, Common Property and other portions of the Property the upkeep and maintenance of which is the responsibility of the Association;

(b) Installing, maintaining and replacing grass, trees, shrubs, gates and other landscaping;

(c) Paying premiums for insurance policies obtained by the Association;

(d) Establishing and maintaining proper reserves for the Association;

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(e) Paying proper costs and expenses of the Association; and

(f) Such other purposes as the Association determines.

6.1.2 Prior to the beginning of each calendar year, the Board shall adopt a budget for such calendar year which will estimate expenses to be incurred by the Association during the year, including reserve funds, for the discharge of its duties. The Board shall then establish the Assessment for each assessable Lot or Dwelling Unit (except for multi-family Lots and Units) which shall be determined by dividing the total amount to be assessed by the total number of assessable Lots and Dwelling Units (other than multi-family Lots and Units) within the Property, and shall then notify each Owner in writing of the amount and due dates of the Assessments. With respect to Units on Lots zoned for multi-family use, assessments per Unit shall be equal to 50% of single family Lots. Unless otherwise determined by the Association, assessments shall be payable quarterly. Upon the conveyance of a Dwelling Unit by Declarant, the Unit Owner shall pay to the Association his prorated share of the Assessment for his Lot and Unit for the balance of the calendar quarter in which the closing occurs. From time to time, the Board may modify the budget as necessary and pursuant to the revised budget, may, upon written notice to the Owners, change the amount, and/or due dates of the Assessments. Assessments shall automatically be due and payable in the same amount and on the specified dates unless and until the Association notifies the Owners in writing of a change in the amounts and/or payment dates of the Assessments. If any Neighborhood Association shall be delegated the responsibility of collection of Association Assessments from its Unit Owners, any partial payments by Unit Owners shall first be paid in full to Association with any remaining balance to be applied against amounts due to the Neighborhood Association.

6.1.3 In the event that funds derived from periodic, general Assessments shall be insufficient in order for the Association to discharge its duties and obligations, or to pay for such other proper matters as the Association may determine, in addition to periodic, general Assessments, the Association may levy against the Owners (i) special Assessments which shall be payable within thirty (30) days after the Owners shall have been notified thereof and (ii) emergency Assessments for Association expenses of an

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emergency nature, which shall be payable within fifteen (15) days after the Owners shall have been notified thereof. Special or emergency Assessments may affect fewer than all Owners and shall be collectible only from the affected Owners, unless they are of a general nature and thus collectible from all Owners.

6.1.4 Notwithstanding any other provision of this Declaration, until Turnover in accordance with Section 3.3.3 above, no assessable Lot or Dwelling Unit shall be subject to a total Assessment (general and special combined) during any calendar year in excess of \$1,000.00, provided however, that such figure may be increased by each Dwelling Unit's pro rata share of (i) any Association expense for the provision of security service to The Preserve, if such service is commenced and (ii) any increase in the annual budget which does not exceed the increase in the Consumer Price Index All Urban Workers ("CPI") published by the U.S. Department of Labor between June, 1986 (as the base month) and the most recent month for which CPI figures are available prior to the adoption of a new budget. In the event that funds derived from general and special Assessments against assessable Units shall be insufficient during such pre-Turnover period, the Declarant shall pay all of the expenses incurred by the Association in excess of assessments paid by Class A Members on such periodic basis as Declarant may determine in its sole discretion.

6.1.5 Assessments, both general and special, together with interest thereon and costs of collection as hereinafter provided, shall be a lien and charge upon each assessable Lot and Dwelling Unit from and after the recordation of a claim of lien for such Assessment, and each Assessment, together with interest thereon and costs of collection thereof, shall also constitute the personal obligation of the Owner of such Lot or Dwelling Unit at the time the Assessment became due and payable.

6.2 Effect of Non-Payment of Assessments; Remedies. If any Assessment is not paid when due, such Assessment shall be delinquent and, together with interest at the rate of fifteen percent (15%) per annum from the due date of such Assessment and all costs of collection, including reasonable attorney's fees, shall be a lien against the applicable Lot or Dwelling Unit from and after the recordation by the Association of a claim of lien upon such Lot or

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Dwelling Unit, and shall be the personal obligation of the Owner thereof at the time of the recordation of such claim for lien. In connection therewith:

6.2.1 The lien for any delinquent Assessment may be foreclosed by the Association in the same manner as a mortgage on real property, or the Association may institute action at law against the Owner personally, or both; and

6.2.2 Notwithstanding anything to the contrary herein contained, in the event that any Lot or Dwelling Unit shall be sold and conveyed pursuant to foreclosure of any first mortgage encumbering such Lot or Dwelling Unit or pursuant to conveyance by deed in lieu of foreclosure of any such first mortgage, the purchaser thereof (including the first mortgagee) shall acquire title to such Lot or Dwelling Unit free of any lien for Assessments recorded after the recordation of such mortgage and shall not be liable for Assessments payable prior to such acquisition of title, but such acquisition of title shall be subject to Assessments in connection with which a claim of lien was recorded prior to the recording of such first mortgage and to Assessments which become due and payable after such acquisition.

6.3 Limitation upon Certain Assessments. The following property subject to this Declaration shall be exempt from the Assessments, charges and liens created by this Declaration:

6.3.1 Any Lot or Dwelling Unit owned by a Class B member for any period during which such Lot or Dwelling Unit is owned by a Class B member;

6.3.2 Any property used for any of the following purposes:

(a) An easement or other interest therein dedicated to and accepted by a public authority and devoted to public, non-commercial use;

(b) All of the Common Property;

(c) Public utility easements and facilities, including telecommunication, used exclusively for directly providing the utility or telecommunication service for which the provider is franchised; and

(d) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

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6.3.3 However, with respect to property described in Subsection 6.3.2 hereof, no Lot or Dwelling Unit which may include any such property shall be exempt, in whole or in part, from Assessments, charges or liens.

6.4 Working Capital Contribution. Upon the conveyance of any Lot or Dwelling Unit by Declarant, the Unit Owner shall pay to the Association an amount equal to three (3) months' Assessments for the Lot or Dwelling Unit as a working capital contribution to the Association, which amount shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to meet extraordinary expenses or to acquire additional equipment, property or services deemed necessary or desirable.

7. RIGHTS OF INSTITUTIONAL MORTGAGEES.

7.1 Right to Notice. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any mortgage held by an Institutional Mortgagee encumbering a Lot or Dwelling Unit, such Institutional Mortgagee, insurer or guarantor shall be entitled to prompt written notice of:

7.1.1 any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit encumbered by its mortgage;

7.1.2 any sixty (60)-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Dwelling Unit on which it holds the mortgage;

7.1.3 a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

7.1.4 any proposed action which requires the consent of a specified percentage of mortgage holders;

7.2 Right to Financial Statement. Any Institutional Mortgagee shall be entitled, upon written request, to receive a copy of the Association's financial statement for the immediately preceding fiscal year.

7.3 Subordination of Assessment Liens to Mortgages. Assessment liens provided for herein shall be superior to all other liens, except real property tax liens and first mortgage liens in favor of an Institutional Mortgagee which are amortized over a period of not less than ten years and

which are recorded prior to the recordation of Assessment liens. Notwithstanding the foregoing, Lots or Dwelling Units encumbered by such mortgages are liable for Assessments and subject to liens therefore, but the sale or transfer of the Lot or Dwelling Unit pursuant to a decree of foreclosure or an Institutional Mortgagee's accepting a deed in lieu of foreclosure shall extinguish the lien of such assessments as set forth in Section 5.2 hereof. However, no such sale or transfer shall relieve such Lot or Dwelling Unit from liability for the payment of any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

8. TAXES AND INSURANCE.

8.1 Taxes. The Association shall be responsible for the payment of real property taxes and assessments imposed on any Common Property.

8.2 Insurance. The Association shall obtain insurance to afford protection to the Association, which shall include:

8.2.1 comprehensive general public liability insurance covering loss or damage resulting from claims made against the Association with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, death, or property damage, arising out of a single occurrence;

8.2.2 blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association in an amount not less than three (3) months aggregate Assessments payable by the Members plus reserve funds held by the Association; and

8.2.3 such other insurance as may be required by law.

8.3 Default by the Association. In the event the Association defaults in the payment of any taxes or assessments, fails to obtain any insurance required herein or fails to pay premiums on any insurance policies, and the Association does not correct such failure within ten (10) days after written notice thereof by any Owner or Institutional Mortgagee, such Owner or Institutional Mortgagee shall have the right to cure such failure and shall be entitled to reimbursement from the Association for all costs and expenses incurred in connection therewith, plus interest and collection costs including reasonable attorney's fees.

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9. ARCHITECTURAL REVIEW COMMITTEE

9.1 Creation and Composition. The member(s) of the architectural review committee ("ARC") shall be selected by Declarant until all Lots and Dwelling Units in Woodside Estates and Woodside Village which are now or hereafter subject to this Declaration have been fully developed, permanent improvements have been constructed thereon and all such Lots and Dwelling Units have been sold to permanent residents. At such time as all of the Lots and Dwelling Units in Woodside Estates and Woodside Village which are subject to this Declaration have been fully developed, permanent improvements have been constructed thereon and they have been sold to permanent residents, Declarant shall notify the Board and all Owners to that effect and, thereupon, Declarant's rights and obligations to select members of the ARC shall terminate. Thereafter, the Board shall have the right, power, authority, and obligation to select members of the ARC and prescribe rules and regulations pursuant to which such committee shall act.

9.2 Design Standards. The ARC shall, from time to time, subject to this Declaration, adopt, promulgate, amend, revoke, and enforce guidelines ("Design Standards") for the purposes of:

9.2.1 governing the form and content of plans and specifications ("Plans and Specifications") to be submitted to the ARC for approval or disapproval pursuant to this Declaration;

9.2.2 governing the procedure for submission of Plans and Specifications; and

9.2.3 establishing guidelines with respect to the approval or disapproval of design features, architectural styles, exterior colors, and materials, details of construction, location and size of any structure and all other matters that require approval by the ARC.

9.3 Review of Plans and Specifications. No structure of any nature (including without limitation exterior walls and fences) shall be commenced, erected or maintained on any portion of the Property, nor shall any exterior addition to or alteration thereof, or addition to landscaping or change in landscaping from the original design concept, be made until the Plans and Specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the ARC for written approval as to quality, conformity and harmony of external design with the existing

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standards of the neighborhood and the standards of The Preserve, the location of the structure in relation to surrounding structures, topography and finished ground elevation, and whether the same are consistent with the provisions of this Declaration.

9.3.1 In the event the ARC fails to approve or disapprove the Plans and Specifications within thirty (30) days after they have been submitted in writing to the ARC in acceptable form, including all information necessary for their consideration and review, approval by the ARC shall be deemed to have been granted.

9.3.2 The Plans and Specifications shall be in such form and shall contain such information as may be reasonably required by the ARC including, without limitation:

(a) site plan showing the location of all proposed and existing structures, building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;

(b) foundation plan;

(c) floor plan;

(d) exterior elevations of any proposed structure, and alterations to existing structures, as such structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed structure and alterations to existing structures; and

(f) plans for landscaping and grading, especially if the proposed structure consists of such landscaping or grading.

9.3.3 The approval or disapproval by the ARC shall be subject to the ARC's prior submission of the Plans and Specifications to Florida National Properties, Inc. and/or Ocean Mile Association for approval pursuant to the Declaration of Restrictions of The Dells, to which declaration The Preserve is also subject. Neither Declarant nor Association controls such approval and neither shall be responsible for any disapproval by Florida National Properties, Inc. or Ocean Mile Association. Upon approval by the ARC and the other required entities of any Plans and Specifications submitted pursuant to this Declaration, a copy of such Plans and Specifications bearing such written approval shall be returned to the applicant submitting the same. Approval for

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use of any Plans and Specifications in connection with any portion of the Property or structure shall not be deemed a waiver of the ARC's right, in its sole discretion, to disapprove similar plans, specifications, features or elements as may be subsequently submitted for use in connection with any other portion of the Property. Approval of any Plans and Specifications relating to any portion of the Property, however, shall be final as to that property and such approval may not thereafter be reviewed or rescinded provided that there has been adherence to, and compliance with, such Plans and Specifications, as approved, and any conditions attached to any such approval.

9.3.4 Notwithstanding anything to the contrary, the ARC may request changes in any Plans and Specifications or structures that are completed or being built if required by law, and neither Declarant nor the ARC shall be liable for damages by reason of such request.

9.3.5 Neither Declarant, nor any member of the ARC shall be responsible or liable in any way for any defects in any Plans or Specifications approved by the ARC, nor for any structural defects in any work done in accordance with Plans and Specifications approved by the ARC. Further, neither Declarant, nor any member of the ARC shall be liable to anyone by reason of a mistake in judgement, negligence, misfeasance, malfeasance or nonfeasance with respect to the approval or disapproval of any Plans or Specifications or the exercise of any other power or right of the ARC provided for in this Declaration. Every person who submits Plans or Specifications to the ARC for approval agrees, by submission of such Plans and Specifications, and every Owner agrees, that he will not bring any action or suit against Declarant or any member of the ARC to recover damages with respect to any such action.

9.3.6 Any employee or agent of the ARC may, after reasonable notice, enter upon any portion of the Property and structure(s) thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure, or the use of any portion of the Property or structure, is in compliance with the provisions of this Declaration, and neither the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9.4 Building Construction. Unless the Lot is zoned for multi-family use, not more than one single-family dwelling, which shall not

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exceed two and one-half (2½) stories in height, shall be erected on any Lot unless otherwise approved in writing by the ARC.

9.5 Certificates. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvements, landscaping and other exterior items situated upon such Owner's Lot have been approved by the ARC, if such is the case.

9.6 Violations. If any structure is erected, placed, maintained or altered upon any portion of the Property otherwise than in accordance with the Plans and Specifications approved by the ARC pursuant to the provisions of this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein. If, in the opinion of the ARC, such violation shall have occurred, it shall so notify the Board. If the Board agrees with the determination of the ARC with respect to the violation, the Board shall provide written notice to the Owner by certified mail setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, the Association shall have, in addition to any other rights set forth in this Declaration, the right to bring an appropriate action at law or in equity.

10. GENERAL PROVISIONS.

10.1 No Liability of Declarant. Declarant shall not, directly or indirectly, be liable or responsible for any violation of this Declaration by any person other than Declarant.

10.2 Covenants Running With the Land. The provisions of this Declaration shall constitute covenants, easements, restrictions and impositions upon the Property and every part thereof, shall run with the land and shall inure to the benefit of, and be binding upon and enforceable by Declarant and/or the Association or Owners for a period of sixty (60) years from the date of recordation of this Declaration. Thereafter, the provisions hereof shall be deemed automatically extended for successive periods of ten (10) years each until an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots and Dwelling Units subject to this Declaration and consent by the Institutional Mortgagees of two-thirds (2/3) of the Mortgaged Lots and Dwelling

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Units shall have been recorded providing for the termination of the provisions herein contained; provided that no such agreement to terminate shall be effective unless made and recorded three (3) years prior to the effective date of such termination and unless written notice of the proposed termination is sent to every Owner and to all Institutional Mortgagees at least ninety (90) days prior to the recordation of such agreement.

10.3 Persons Bound. The provisions of this Declaration shall apply not only to Owners (including, in the case of any Lot or Dwelling Unit wherein title may be vested in more than one person or entity, each person or entity, jointly and severally) but also to any persons or entities occupying any Lot or Dwelling Unit under any lease or tenancy (written or oral) and to all permittees or invitees (express or implied). The failure of any Owner to notify such lessee, tenant, permittee or invitee of the existence of this Declaration or of the provisions contained herein shall not in any way act to limit or divest the right of Declarant and/or the Association and/or any Owner to enforce the provisions of this Declaration; and, in addition, each Owner shall be responsible for all violations of the provisions of this Declaration by such Owner and each and every such tenant, lessee, permittee or invitee.

10.4 Amendments to Declaration.

10.4.1 Prior to Turnover, Declarant may amend this Declaration by written instrument executed solely by Declarant, to be duly recorded among the Public Records of Broward County, Florida, to subject additional real property to the scope and effect of the Declaration.

10.4.2 Any other amendment may be effected by the Association acting pursuant to the affirmative vote of the Members having not less than two-thirds (2/3) of the votes in the Association, and, if such amendment is deemed to be "material" under the guidelines in effect from time to time of FNMA, FHLMC or GNMA, upon the approval of Institutional Mortgagees holding 51% of the mortgages on Lots and Dwelling Units, and upon the recordation of an amendatory instrument certifying that the same was executed pursuant to such approval, certified by proper officers of the Association, such amendment shall take effect upon the due recordation of such amendatory instrument.

10.4.3 The right of Declarant to amend this Declaration as set forth herein shall specifically include, without the necessity of obtaining the

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approval, consent or joinder of the Association, Members, or any other party the power and authority to execute and record an amendatory instrument which now or hereafter may be requested or required under the regulations or guidelines of FNMA, FHLMC, GNMA, or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more mortgages encumbering any portion of the Property, or does or expects to insure the payment of one or more such mortgages or that are requested or required by any Institutional Mortgagee.

10.4.4 No amendment shall impair the rights, interest or priority of any Institutional Mortgagee without its consent.

10.5 Enforcement of Restrictions. Each Owner shall comply strictly with the provisions of this Declaration.

10.5.1 In the event of a violation or breach (actual or threatened) of this Declaration, the Declarant, ARC, Association, or any aggrieved Owner shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The prevailing party in any such litigation shall be entitled to recover all costs and expenses incurred therein (including reasonable attorneys' fees). However, no Owner shall have the right to recover attorneys' fees from or against the Association unless so provided by law. The failure of Declarant, ARC, Association or any Owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

10.5.2 In addition to the foregoing rights, the Association and ARC shall have a Right of Abatement if an Owner fails to take reasonable steps to remedy any violation of this Declaration within fifteen (15) days after written notice thereof is sent by certified mail (or in the event of an emergency threatening the Unit, Lot, or other property, without notice). The Right of Abatement, as used in this Section, means the right of the Association or ARC, through its agents and employees, to enter, at all reasonable times, upon any portion of the Property or structure as to which a violation, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof without being deemed to have committed a trespass or wrongful act by reason or such entry and such actions provided such entry and such actions are

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carried out in accordance with the provisions of this Article. Unless the condition requiring exercise of the Right of Abatement is of such an emergency nature as to threaten the health and welfare of any Member, no structure shall be altered or demolished without the institution of judicial proceedings. The cost thereof, including the costs of such action, reasonable attorneys' fees and interest thereon at fifteen percent (15%) per annum, shall be the binding personal obligation of such Owner, enforceable at law, and shall constitute a lien on such Owner's Lot and/or Dwelling Unit enforceable as provided herein.

10.6 Severability. Invalidity of any of the terms, provisions, covenants, restrictions or servitudes provided for in this Declaration, in whole or in part, by a court of competent jurisdiction, shall not affect any of the other terms, provisions, covenants, restrictions or servitudes herein contained.

10.7 Termination of Declarant's Rights. The rights of the Declarant shall cease and terminate and shall be vested in the Association upon Turnover except that for so long as Declarant owns any portion of The Preserve no action shall be taken by the Association or other Members which adversely affects Declarant's rights to (i) construct and market Dwelling Units; (ii) grant and reserve easements over Lots and Common Property for construction purposes, utilities and other proper purposes; and (iii) retain control of the ACC.

Thereafter, the Association shall be substituted for Declarant in each provision of this Declaration which grants a right, duty or obligation to Declarant.

10.8 Unit Destruction. No Unit shall be permitted on any portion of the Property which replaces the original Unit and improvements constructed by Declarant unless such Unit and improvements are of similar size and type as the Unit and improvements being replaced and unless such Unit and improvements are approved by the ARC as set forth herein.

10.9 Gender and Plural. The use in this Declaration of the male gender shall include the female gender, the use of the singular shall include the plural and vice versa.

10.10 Priority of Assessment Liens. The lien for Assessments provided for in this Declaration shall, except as otherwise provided herein, be superior to all other liens.

10.11 Notice to Declarant or Association. Notices to Declarant or the Association, or requests for approval of Plans and Specifications as required herein, shall be in writing and delivered or mailed to Declarant or Association at its principle place of business as shown by the records of the Secretary of the State of Florida or such other location as may from time to time be designated by Declarant or Association.

10.12 Notice to Owner. Notice to any Owner of a violation of any provisions of this Declaration, or any other notice herein required or permitted, shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Broward County, Florida or to the address of the Owner as shown on the deed to the Owner's Lot or Dwelling Unit as recorded among the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Declarant, PULTE HOME CORPORATION, a Michigan corporation, had caused this Instrument to be duly executed and attested, all on and as of the day, month and year first above written.

WITNESSES:

PULTE HOME CORPORATION, a Michigan corporation

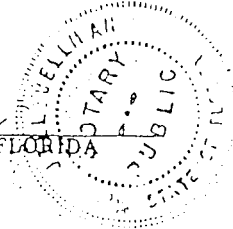
Loraine H. Witt
Loraine M. Pollack

By: [Signature] (SEAL)
Frank A. Ksiatze, its attorney-in-fact (pursuant to Power of Attorney recorded in O.R. Book 12781, page 687, Public Records of Broward county, Florida)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16th day of March, 1987 by Frank A. Ksiatze as attorney-in-fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation.

[Signature]
Notary Public, STATE OF FLORIDA



Myr Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 18, 1989
BONDED THRU GENERAL INS. UND.

This Instrument Was Prepared By:
Barry N. Semet, Esq.
Goldberg, Semet, Lickstein, Morgenstern Berger, P.A.
12th Floor, Ponce de Leon Plaza
201 Alhambra Circle
Coral Gables, FL 33134

ACCEPTANCE BY ASSOCIATION

Woodside Estates Homeowners Association, Inc. hereby accepts the obligations and rights conferred upon it in the attached and foregoing Declaration and further accepts the dedications contained in the plat of Woodside Estates, recorded in Plat Book 127, Page 10, Public Records of Broward County, Florida, and all other reservations, conditions, easements and restrictions of record conferred upon it or to which it is subject.

Dated this 16th day of March, 1987.

Witnesses:

Lois M. Witt
Lawrence A. Poolech

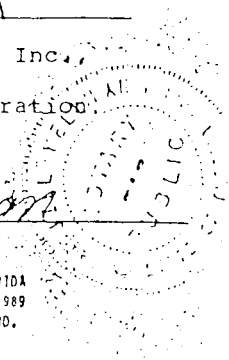
Woodside Estates Homeowners Association, Inc.

By: F. Michael Zitmann
 Vice - President

STATE OF FLORIDA)
) SS
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16th day of March, 1987, by F. Michael Zitmann as Vice President of Woodside Estates Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation.

J. Woodman
 Notary Public



NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. JUNE 18, 1989
 BONDED THRU GENERAL INS. UND.

My commission expires:

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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THE PRESERVE

87-195121

EAS
Record & Return To:
SIMON & MOSKOWITZ, P.A.
1500 N. W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309
WILL CALL - TRX COUNTY

THIS AMENDMENT is made this 6th day of May, 1987, by PULTE HOME CORPORATION, a Michigan corporation ("Declarant").

P R E A M B L E :

Declarant is the Declarant pursuant to the Declaration of Covenants and Restrictions recorded in Official Records Book 14268, Page 403, of the Public Records of Broward County, Florida (the "Declaration"). Declarant is presently the owner of all of the property subject to the Declaration, and desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Paragraph 1.1.11 of the Declaration is amended to read as follows:

1.1.11 "LOT" shall mean and refer to any residential Lot as shown on a Plat as presently or hereafter recorded or modified, or any parcel of land located within the Property which has been or is intended to be conveyed to an Owner and which contains or is intended to contain one Unit.

2. Paragraph 2.8.6 of the Declaration is amended in its entirety to read as follows:

2.8.6 No motorized vehicle (including without limitation all motorcycles, motorbikes, mopeds, all-terrain vehicles or cycles, dirt bikes, or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if appropriately licensed and equipped with appropriate noise-muffling equipment so that the operation of same does not create a nuisance or unreasonable annoyance to the residents of the Property. This prohibition shall not apply to authorized vehicles of Declarant, Association, contractors or any governmental entity.

3. Paragraph 3.4 of the Declaration is hereby deleted in its entirety.

4. The fourth sentence in Paragraph 5.1 of the Declaration is amended to read as follows:

"If an Owner repaints his Dwelling Unit, it shall be in the same color (including trim) as the original color when conveyed by Declarant or the Builder of the Dwelling Unit, or as otherwise approved by the ARC."

5. The first sentence of Paragraph 5.2.5 of the Declaration is amended to read as follows:

"The canals of Woodside Estates and Woodside Village as described on the plats of Woodside Estates and Woodside Village, or any other canals within or contiguous to the Property, may, at the sole discretion of the Association, be (but are not hereby required to be) maintained by the Association in the manner prescribed by the South Florida Water Management District."

6. Paragraph 5.2.7 of the Declaration is amended in its entirety to read as follows:

5.2.7 Maintenance of Masonry Walls and Security Systems. Any masonry or other common walls and security systems surrounding portions of the Property shall be

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maintained by the Association, and a perpetual easement of ingress and egress over the Lots abutting any common walls and security systems is hereby granted to the Association for purposes of construction and maintenance activities related to any such common walls. Such easement shall extend 10 feet into the Property from the outer boundaries of the Property, for the installation and maintenance of a common wall. If any common wall is constructed within such easement, or along the boundaries of the Property, the Association, in addition to the obligation to maintain the common wall, shall maintain all landscaping between the common wall and the outer boundary of the Property, and in addition if any common wall is located along the boundary of any canal or canal right-of-way contiguous to the Property, then the Association shall also be required to maintain the landscaping between the common wall and the top of the bank of the adjoining canal, in accordance with the requirements of the Sunshine Water Control District, the City of Coral Springs, and all other governmental authorities having jurisdiction over the Property. In the event the Association fails to maintain the common wall and the landscaping between the common wall and the top of the bank of any adjoining canal, then any of the foregoing governmental authorities shall have the right, but not the obligation, to perform such maintenance and in that event the Association shall reimburse the governmental authority for all of the costs incurred in connection with such maintenance within 10 days after written demand by the governmental authority, and if the Association fails to so reimburse the governmental authority, then the Association shall be liable to the governmental authority for interest at the highest rate permitted by law plus attorneys' fees incurred by the governmental authority in collecting such sums from the Association, and the governmental authority performing such maintenance shall have a lien against all of the Lots which shall be co-extensive with the lien granted to the Association for the collection of assessments, and all of the provisions of this Declaration regarding the lien of the Association for the payment of assessments shall be applicable to the lien hereby granted to the governmental authority.

7. A new Paragraph 5.2.9 of the Declaration is hereby added, which shall read as follows:

5.2.9 Maintenance of Other Property. In addition to the provisions of this Paragraph 5.2, the Association shall have the right to assume the obligation to operate and/or maintain any other property, or improvements within any other property, within or contiguous to the Property, if the Board, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the residents of the Property. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways, or canal right-of-ways within or contiguous to the Property. The Association may also enter into agreements with any other person, or any other governmental authority, to maintain or share in the maintenance responsibility of any other property if the Board, in its sole and absolute discretion, determines this would be in the best interests of the residents of the Property.

8. Paragraph 6.1.1(a) of the Declaration is amended in its entirety to read as follows:

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8. Paragraph 6.1.1(a) of the Declaration is amended in its entirety to read as follows:

"(a) Maintaining, repairing and replacing easements, Common Property, and any other property the upkeep and maintenance of which is the responsibility of the Association;"

9. Paragraph 6.1.4 of the Declaration is amended in its entirety to read as follows:

6.1.4 Notwithstanding any other provision of this Declaration, until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments as in the case of any other Owner, Declarant shall not be liable for Assessments for any Lots owned by Declarant, but in lieu thereof, Declarant shall be responsible for all expenses in excess of the Assessments receivable from the other Owners (including working capital contributions) and any other income received by the Association. During the period when Declarant is not liable for Assessments for Lots owned by Declarant, the Assessments shall be established by Declarant based upon an amount which shall not exceed Declarant's good faith estimate of what the Assessments would be if all Units and improvements contemplated within the Property were completed, so that the Assessments during such period will not exceed what the Assessments would be if the development of the Property as contemplated by Declarant was complete. In any event, Declarant shall not be required to fund any reserves allocated to any unbuilt Units or any Units owned by Declarant. Notwithstanding the foregoing, in the event the Association incurs any expenses which are not reasonably anticipated to be incurred in the day-to-day management and operation of the Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for such expenses shall not exceed the amount that Declarant would have been required to pay if it was liable for Assessments as any other Owner, and any excess amounts payable by the Association shall be assessed to the other Owners.

10. Paragraphs 6.2, 6.2.1, and 6.2.2 of the Declaration are hereby deleted in their entirety and the following Paragraph 6.2 is hereby substituted in their place.

6.2 Monetary Defaults and Collection of Assessments.

6.2.1 Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

6.2.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next

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twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special Assessments for Common Expenses, and/or for all other Assessments payable to the Association.

6.2.3 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other moneys owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6.2.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

6.2.5 Rental and Receiver. If a Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

6.2.6 Subordination of Lien. Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other moneys owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other

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assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other moneys due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other moneys have been paid in full.

6.2.6 Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other moneys owed to the Association, to any third party.

6.2.7 Unpaid Assessments Certificate. Within 15 days after written request by any Owner or any Institutional Mortgagee holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Mortgagee a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

6.2.8 Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other moneys owed to the Association by the Owner and/or for the enforcement of its lien; next towards interest on any Assessments or other moneys due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

11. Paragraph 7.3 of the Declaration is hereby deleted in its entirety.
12. Paragraph 8.2.3 of the Declaration is hereby made Paragraph 8.2.4, and a new Paragraph 8.2.3 is hereby added to the Declaration as follows:

8.2.3 Casualty insurance covering loss or damage by fire and all other hazards that are normally covered by a standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement costs of all improvements to be maintained by the Association, excluding land, foundation, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement, or reconstruction of any damaged or destroyed property without the approval of at least 2/3 of the votes of the Owners.

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SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THE PRESERVE

THIS AMENDMENT is made this 26th day of January, 1988, by PULTE HOME CORPORATION, a Michigan corporation ("DECLARANT").

P R E A M B L E :

DECLARANT is the "Declarant" pursuant to the Declaration of Covenants and Restrictions recorded in Official Records Book 14268, at Page 403, of the Public Records of Broward County, Florida, as amended by the First Amendment to Declaration of Covenants and Restrictions recorded in Official Records Book 14413, at Page 454, of the Public Records of Broward County, Florida (the "Declaration"). DECLARANT desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, DECLARANT hereby amends the Declaration by adding a new Paragraph 11, as follows:

11. Special Provisions Regarding Grading and Drainage Between Lots. It is acknowledged that, in connection with the grading of the Lots within the Property, in general contiguous Lots will be graded so that drainage will flow between the Lots at their common boundary line. However, it is acknowledged that due to the fact that many contiguous Lots have trees located on or near the common boundary line of the Lots, normal grading to permit drainage on the common lot line would require the removal of such trees, or would result in damage or destruction of such trees. Accordingly, in the event there are trees located on or near the common boundary line of two Lots, in order to preserve and protect such trees, Declarant shall have the right to grade the Lots so that drainage between the Lots will flow in an area other than the common boundary line between the Lots and such common drainage may be located, in whole or in part, entirely on one or the other of such Lots. In that event, a drainage easement for drainage pursuant to the grading as constructed by Declarant shall exist over the Lots, and no Owner shall change the grading of any lot or interfere with the drainage of the Lot as originally constructed by Declarant, without the prior written consent of the Association.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment on the day and year first above written.

WITNESSES:

Michele H. Smith
Dianne H. Witt

PULTE HOME CORPORATION, a Michigan corporation

By: [Signature]
Authorized Agent & Employee

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 26th day of January, 1988, by Frank A. Rosnick, Authorized Agent & Employee of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation.

Dianne H. Witt
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:
EAS/PULTE AND

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 21, 1991
HOLD THROUGH ASHTON AGENCY, INC

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

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INDEX OF EXHIBITS TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR THE PRESERVE

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	ARTICLES OF INCORPORATION OF ASSOCIATION
EXHIBIT "C"	-	BY-LAWS OF ASSOCIATION
EXHIBIT "D"	-	PARK AGREEMENT
EXHIBIT "E"	-	SEWER AGREEMENT
EXHIBIT "F"	-	PUBLIC UTILITY EASEMENT AGREEMENT

EXHIBIT "A"

Lots 1 through 12 of Block A; Lots 1 through 15 of Block B; and Lots 1 through 11 of Block C of Woodside Village Section 1 according to the Plat thereof as recorded among the Public Records of Broward County, at Plat Book 92, Page 14; and

Parcel I and Lots 182, 204, 205, 206, 207, 208, 209, 210 and 211 of Woodside Estates according to the Plat thereof recorded among the Public Records of Broward County at Plat Book 127, Page 10.

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REC

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

THE PRESERVE HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on August 8, 1986.

The document number of this corporation is N16267.

A NON-PROFIT CORPORATION.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of August 1986.



CR2E022 (10-85)

George Firestone
Secretary of State

CR2E040 (4-84)

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EXHIBIT B
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
THE PRESERVE
ARTICLES OF INCORPORATION
OF
WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.
(f/k/a THE PRESERVE HOMEOWNERS ASSOCIATION, INC.)

OFF REC 14268 PAGE 438

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE PRESERVE HOMEOWNERS ASSOCIATION, INC.

FILED
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SECRETARY OF STATE
MIAMI, FLORIDA

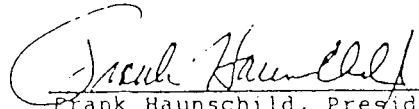
ARTICLE I of the Articles of Incorporation of THE PRESERVE HOMEOWNERS ASSOCIATION, INC. is amended to read as follows:

ARTICLE I


The name of the corporation shall be WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, ^{INC.} which corporation shall hereinafter be referred to as the "Association".

The foregoing amendment was adopted by joint written consent of the sole member and all directors of this Corporation on December 3, 1986.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment on December 3, 1986.



Frank Haunschild, President



F. Michael Zitzmann, Secretary

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ARTICLES OF INCORPORATION
OF
THE PRESERVE
HOMEOWNERS ASSOCIATION, INC.

REC'D
MAY 2 1970
FILED

The undersigned hereby associate themselves for the purpose of forming corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be The Preserve Homeowners Association, Inc., which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

PURPOSE

The purpose and object of the Association shall be to administer the operation and management of all common properties ("Common Properties") within The Preserve, located in Broward County, Florida, within the plats ("Plats") of Woodside Village and Woodside Estates, recorded, respectively, in Plat Book 92, Page 14 and Plat Book 127, Page 10, of the Public Records of Broward County, Florida ("The Preserve") to the extent made subject to the Declaration of Covenants and Restrictions of The Preserve (the "Declaration"); and to undertake the performance of the acts and duties, incident to the administration of the operation and management of said Common Properties and other properties located within The Preserve, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration which shall be recorded in the Public Records of Broward County, Florida; and to take and hold fee simple title to the Common Properties and to operate, lease, mortgage, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration and maintenance of the above-referenced property; and further, to foster a residential community throughout The Preserve.

ARTICLE III

POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles and the Declaration and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including, but not limited to, the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use of the Common Properties as delineated upon the Plats and as such terms are further defined by the Declaration.

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

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(d) To undertake the maintenance, repair, replacement and operation of the Common Properties and/or property leased or acquired by the Association for the benefit of its members.

(e) To purchase insurance upon the Common Properties and insurance for the protection of the Association and its members.

(f) To reconstruct the improvements upon the Common Properties after casualty and construct further improvements upon and within these properties.

(g) To make reasonable rules and regulations respecting the maintenance and use of any properties located within The Preserve including, but not limited to, the individual residential units therein located.

(h) To do anything necessary or proper in law or equity or otherwise to enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association and the Rules and Regulations for the use and maintenance of the properties within The Preserve.

(i) To contract for the management of the Common Properties, and other properties for which the Association is responsible, and to delegate all management powers and duties to a qualified person, firm or corporation.

(j) To employ personnel necessary to perform the obligations, services and duties required of the Association and for the proper operations of the properties for which the Association is responsible.

(k) To acquire fee simple title to the Common Properties and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, operation of land and improvements thereon.

(l) To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to The Preserve; provided that all of the transactions contemplated herein are to be for the use, benefit and enjoyment of the members of the Association. This shall include, but not be limited to, acquisition and/or lease of real property and/or personal property as and for recreational and community facilities.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association.

3. The Association shall make no distribution of income to its members, directors or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws of the Association.

ARTICLE IV

MEMBERS

1. The members of the Association shall consist of the Declarant and all of the record owners of each Dwelling Unit constructed upon a lot in The Preserve.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a dwelling unit and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

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3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Dwelling Unit.

4. The members of the Association other than Declarant ("Class A Members"), singly or collectively, shall be entitled to one vote for each Dwelling Unit owned by them. The exact manner of exercising voting rights when there are more than one owners of a Dwelling Unit, shall be determined by the owners of such Dwelling Unit, but no split vote shall be permitted. Until Turnover (as defined below), Declarant (the "Class B Member") shall be entitled to three votes for each Dwelling Unit which it owns or which may be submitted to the Declaration.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall not be less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of directors by the membership of the Association ("Turnover") shall be held within 90 days after the first to occur of (a) the votes of Class A Members equal the votes of the Class B Member or (b) certificates of occupancy have been issued for 90% of the Dwelling Units which may be submitted to the Declaration or (c) five (5) years from the first conveyance of a Dwelling Unit to a Class A Member or (d) the Declarant shall voluntarily call an election.

4. The directors herein named shall serve until the first election of directors by Association members, and any vacancies in the number occurring before the first election shall be filled by the remaining directors.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Linda Caple	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309
F. Michael Zitzmann	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309
Douglass C. Campbell	3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309

ARTICLE VI

OFFICERS

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation and any vacancy shall be filled by appointment of the first Board of Directors. After the Declarant has relinquished control of the Association, the officers shall be elected by the Board of Directors at its first meeting following the first meeting of the members of the Association at which the Board of Directors is elected. The officers shall serve

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for an annual term at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME AND ADDRESS</u>	<u>OFFICE(S)</u>
Linda Caple 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309	President
F. Michael Zitzmann 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309	Vice-President
Douglass C. Campbell 3350 N.W. 53rd Street Suites 106-107 Fort Lauderdale, FL 33309	Secretary and Treasurer

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in that event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLES IX

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting; and

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(a) Such approval must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association; or

(b) By not less than seventy-five percent (75%) of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in voting rights of members without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

5. Notwithstanding the provisions of this Article IX, prior to Turnover the Declarant reserves the right to alter and amend these Articles of Incorporation, as it deems necessary and/or appropriate for the protection and enhancement of The Preserve, and the Declarant shall not require or need the joinder of any member prior to Turnover; provided, however, that any such amendment shall require the approval and consent of all institutional mortgagees of record.

6. Notwithstanding the foregoing provisions of this Article IX, until the Declarant shall have relinquished control of the Association as hereinabove provided, no amendment of these Articles shall be adopted or become effective without the prior written consent of the Declarant, its successors or assigns.

ARTICLE X

TERM

The Association shall have perpetual existence.

ARTICLE XI

DECLARANT

Wherever referred to herein, the term "Declarant" shall mean Pulte Home Corporation, a Michigan corporation, its successors and assigns.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Marc J. Sternbaum	201 Alhambra Circle, 8th Floor Coral Gables, FL 33134

ARTICLE XIII

REGISTERED AGENT

The Initial Registered Agent of the Association shall be Barry N. Semet, whose address is 201 Alhambra Circle, 8th Floor, Coral Gables, Florida 33134.

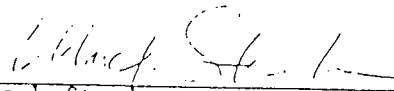
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ARTICLE XIV

INITIAL REGISTERED OFFICE

The initial registered office of the Association shall be located at 201 Alhambra Circle, 8th Floor, Coral Gables, Florida 33134.

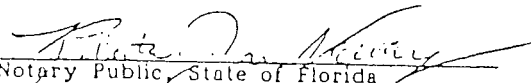
IN WITNESS WHEREOF, the incorporator has hereto affixed his signature on this 31 day of July, 1986.



Marc J. Sternbaum

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 31 day of July, 1986, by Marc J. Sternbaum, as incorporator of The Preserve Homeowners Association, Inc.



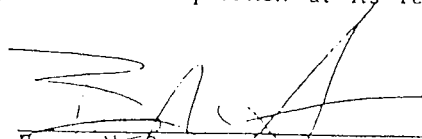
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 9 1987
IC 10000000 GENERAL INSURANCE UNDER

ACCEPTANCE

Having been named as registered agent for the above named corporation, I hereby agree to act in such capacity for such corporation at its registered office.



Harry N. Semet
(Registered Agent)

State of Florida



Department of State

I certify that the attached is a true and correct copy of Articles of Amendment, filed March 10, 1987, to Articles of Incorporation of THE PRESERVE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, changing its name to WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., as shown by the records of this office.

The document number for this corporation is N16267.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of March, 1987.



CR2E022 (10-85)

George Firrstone
Secretary of State

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STATE OF FLORIDA)
) 88:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by Frank Haunschild, as President of THE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation this 3 day of December, 1986.



Notary Public, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 18, 1989
BONDED THRU GENERAL INS. CO.

0776/16/CS12

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EXHIBIT C
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
THE PRESERVE
BY-LAWS
OF
WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.
(f/k/a THE PRESERVE HOMEOWNERS ASSOCIATION, INC.)

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BY-LAWS
OF
WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.
A Corporation Not-for-Profit Under
the Laws of the State of Florida

1. IDENTITY. These are the By-Laws of Woodside Estates Homeowners Association, Inc. (hereinafter the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on the 8th day of August, 1986. The Association has been organized for the purpose of holding title in fee simple to and administering the operation and management of all of the common areas of The Preserve, a residential development in Coral Springs, Broward County, Florida, and all of the recreation and/or community facilities located upon said lands. The Association will administer the operation and community facilities pursuant to these By-Laws and the Declaration of Covenants and Restrictions of The Preserve (the "Declaration") and the Articles of Incorporation of the Association.

1.1 Office. The office of the Association shall be at 3350 N.W. 53rd Street, Suites 106-107, Fort Lauderdale, Florida 33309, or at such other place or places as the Board of Directors may determine from time to time.

1.2 Fiscal Year. The fiscal year shall be the calendar year.

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

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The membership of the Association shall consist of all those persons entitled to membership as provided in the Declaration.

2.2 Change of Membership. After receiving approval of the Association, as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a lot in The Preserve and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be simultaneously terminated.

2.3 Annual Members' Meeting. The annual meeting shall be held at the office of the Association at 6:00 p.m. Eastern Standard Time on the first Tuesday in December of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Declarant is less than six (6) months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.4 Special Members' Meetings. Special Members meetings shall be held at the office of the Association whenever called by the President, Vice President or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.5 Transfer of Association Control. The transfer of control of the Association to the Owners other than Declarant shall take place at a regular or special meeting of members in accordance with the procedural requirements set forth in the Articles of Incorporation and the Declaration.

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2.6 Notice of Meetings. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the last post office address as said member's address appears on the records of the Association and the postage thereon pre-paid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member.

2.7 Quorum. A quorum at members' meetings shall consist of the presence in person or by proxy of one-quarter (1/4) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these By-Laws.

2.8 Voting. In any meeting of members, the owners of Dwelling Units other than Declarant shall be entitled to cast one (1) vote for each Dwelling Unit so owned, provided that if a Dwelling Unit is owned by more than one (1) person, his right to vote shall be established on the roster of Dwelling Unit Owners kept by the Secretary of the Association. Prior to Turnover (as defined in the Declaration), Declarant shall be entitled to three (3) votes for each Dwelling Unit owned by it or which it may submit to the Declaration. If a Dwelling Unit is owned by more than one (1) person, the person entitled to cast the vote for the Dwelling Unit shall be designated by a certificate signed by all of the record owners of said Dwelling Unit and filed with the Secretary of the Association. If a Dwelling Unit is owned by a corporation, the person entitled to cast the vote for the corporation shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Dwelling Unit concerned takes place, and in the event that such change of ownership transpires, such change of ownership shall be evidenced by the recording of a deed transferring title to the subject Dwelling Unit in the Public Records of Broward County, Florida. A certificate designating the person entitled to cast the vote of a Dwelling Unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

2.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting, or by any adjournment thereof.

2.10 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time and at each subsequently adjourned meeting, the quorum shall be reduced by five percent until a quorum is present.

2.11 Presiding Officer. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.12 Order of Business. The order of business at annual members' meetings shall be:

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- 2.12.1 Determination of chairman of the meeting;
- 2.12.2 Calling of the roll and certifying of proxies;
- 2.12.3 Proof of notice of meeting or waiver of notice;
- 2.12.4 Reading and disposal of any unapproved minutes;
- 2.12.5 Reports of officers;
- 2.12.6 Reports of Committees;
- 2.12.7 Election of inspectors of election;
- 2.12.8 Election of directors;
- 2.12.9 Unfinished business;
- 2.12.10 New Business; and
- 2.12.11 Adjournment.

2.13 Proviso. Provided, however, that until the Declarant has completed all of the contemplated improvements and closed sales of all of the Dwelling Units of The Preserve or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors and the number of directors shall be determined as follows:

3.1.1 Three (3) directors initially, which number shall remain the same until the Declarant relinquishes control as hereinafter provided for, and the first election for members of the Board of Directors is held.

3.1.2 Three (3) directors to be elected at the first election of directors.

3.1.3 The number of directors shall remain three (3) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

3.2.1 Election of directors shall be held at the annual members' meeting.

3.2.2 A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

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

3.2.4 Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

3.2.5 Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership, at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2.6 Provided, however, that until Turnover, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Declarant.

3.3 Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail or by telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. No less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation or these By-Laws.

3.9 Adjourned Meeting. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.11 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 Order of Business. The order of business at directors' meetings shall be:

- 3.12.1 Calling of roll;
- 3.12.2 Proof of due notice of meeting;
- 3.12.3 Reading and disposal of any unapproved minutes;

- 3.12.4 Reports of officers and committees;
- 3.12.5 Election of officers;
- 3.12.6 Unfinished business; and
- 3.12.7 Adjournment.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 General. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Dwelling Unit Owners when such approval is specifically required. Such powers and duties of the directors shall include, but not be limited to, the following; subject, however, to the provisions of the Declaration, the Articles of Incorporation and these By-Laws:

4.1.1 To purchase insurance upon the common areas and common property of the Association, which shall include, but not be limited to, furniture, office equipment and recreational facilities and workmens' compensation insurance as required by the laws of the State of Florida and to purchase additional insurance, which the Association in its discretion deems advisable, for the protection of the Association and its members.

4.1.2 To make and collect assessments, including specific unit assessments, as provided in the Declaration, against members of the Association to defray the costs, expenses and losses of the development and the Association.

4.1.3 To contract for the management of the common areas and/or community facilities and to delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Declaration or these By-Laws to have approval by the Board of Directors or the members of the Association.

4.1.4 To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of The Preserve, intended to provide for the enjoyment, recreation or other use and benefit of the Dwelling Unit Owners, and to declare expenses in connection therewith to be common expenses.

4.1.5 To pay all costs of electric power, gas, water, sewer and other utility services rendered to the development and not billed to the owners of the Dwelling Units.

4.1.6 To enforce by legal means, the provisions of the Articles of Incorporation, these By-Laws and the Declaration, and the rules and regulations hereinafter promulgated, governing the use of the common areas and/or community facilities.

4.2 Rules and Regulations. The Board of Directors shall adopt such rules and regulations relative to the common areas and/or community facilities as they shall deem necessary and proper from time to time; provided, however, that the Declarant reserves the right to establish such rules and regulations until such time as the Declarant terminates its control of the Association.

4.3 Leases and Contracts. The undertakings, leases and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Declarant has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with, the Declarant or other entities doing business with the Association.

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5. OFFICERS.

5.1 Executive Officers. The executive officers of the corporation shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two (2) or more offices. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

5.2.2 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. An Assistant Secretary may be elected to perform the duties of the Secretary when the Secretary is absent.

5.2.3 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.3 Compensation. No compensation shall be paid to any officer or director of the Association, for service in such capacity, but officers and directors may be reimbursed by the Association for their reasonable and necessary expenses incurred in the performance of their duties.

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6.1.1 Current Expenses. Current expenses, shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

6.1.2 Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.1.3 Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.1.4 Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6.2 Transfer of Funds. The Board of Directors, upon a two-thirds (2/3) vote of its membership, shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purpose of a particular account, to and for the use of another purpose in another account.

6.3 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of such budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Assessment for Common Expenses. Assessment against the Dwelling Unit Owners for their share of the common expenses shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments, on the first day of March and on the first day of each quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment year.

6.5 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.6 Acceleration of Assessment Installment Due Upon Default. If a Dwelling Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Dwelling Unit Owner and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Dwelling Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after fifteen (15) days notice to the

Dwelling Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.8 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.9 Review. A review of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report thereon shall be furnished to each member and to any institutional first mortgagee requesting a copy not later than April 1st of the year following the year for which the audit is made. The review of the accounts of the Association conducted prior to and in connection with, Turnover shall be audited.

6.10 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.11 Termination of Membership. The termination of membership in the Association by transfer of deed or otherwise, shall not relieve or release any such former owner or a member from liability or obligation incurred under or in any way connected with the development during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS. The Board of Directors may from time to time adopt, or amend previously adopted, administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common areas of the development and any facilities or services made available to the Dwelling Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place at the development, a copy of the rules and regulations adopted from time to time by the Board of Directors. In addition, the Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Dwelling Units within the development provided, however, that copies of such rules and regulations are furnished to each Dwelling Unit Owner affected thereby, prior to the time same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place.

8. REGISTERS.

8.1 Register of Members. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

8.2 Register of Pledged or Mortgaged Dwelling Units. The Association shall maintain a suitable register for the recording of pledged or mortgaged Dwelling Units. Any pledgee or mortgagee of a Dwelling Unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event that a notice of default is given to any member under an applicable provision of these By-Laws, the Articles of Incorporation or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS. These By-Laws may be amended in the following manner:

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

9.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting, considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

9.2.1 Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

9.2.2 By not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

9.2.3 By all of the directors, until the first election of directors.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

9.5 Declarant. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Declarant, without the prior written consent of the Declarant. As used in these By-Laws, Declarant means Pulte Home Corporation, a Michigan corporation, its successors and assigns.

10. REAL PROPERTY TAXES. The real property taxes assessed on each Dwelling Unit, including any improvements thereon, shall be a separate expense of the individual Dwelling Unit Owners. The property taxes assessed on the lands comprising the common areas, including any improvements thereon, however, shall constitute a common expense to be paid in the manner set forth above.

11. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

12. MISCELLANEOUS.

12.1 Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instruments shall, nevertheless, be and remain in full force and effect.

12.3 If any irreconcilable conflict should exist or hereafter arise, with respect to the interpretation of these By-Laws and the provisions of the Declaration, the Declaration shall govern.

12.4 Corporation and Association are used synonymously herein.

The foregoing was adopted as the By-Laws of Woodside Estates Homeowners Association, Inc., a Florida corporation not-for-profit, at the first meeting of the Board of Directors on the ____ day of _____, 198__.

_____, Secretary

(CORPORATE SEAL)

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37-195120

AMENDMENT TO BYLAWS OF
WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.

WILLIAMS & MOSKOWITZ, P.A.
1500 N. W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309
WILLIAMS & MOSKOWITZ, P.A.
WILLIAMS & MOSKOWITZ, P.A.
WILLIAMS & MOSKOWITZ, P.A.

The undersigned, being the Secretary of WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certifies that at a joint meeting of the Board of Directors and the members of the Association, the following Amendment to the Bylaws of the Association was approved:

Paragraph 2.7 of the Bylaws is amended to read as follows:

2.7 Quorum. A quorum at members' meeting shall consist of the presence in person or by proxy of one-third of the votes of the entire membership. The acts approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the members, except where the approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or these Bylaws.

It is acknowledged that the original Bylaws of the Association were recorded as Exhibit "C" to the Declaration of Covenants and Restrictions of The Preserve, which Declaration is recorded in Official Records Book 14268, at Page 403, of the Public Records of Broward County, Florida.

WOODSIDE ESTATES HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: Frank C. Haunschild
President

By: Douglas C. Campbell
Secretary

STATE OF FLORIDA)
COUNTY OF Broward) SS:

Frank C. Haunschild

The forgoing instrument was acknowledged before me this 6th day of May, 1987, by xxxxxxx, President, and by DOUGLASS C. CAMPBELL, Secretary, of WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.

Will Weckman
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 18, 1989
BONDED THRU GENERAL INS. UND.

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

EAS/WOODSIDE.AMD

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88116457

DRAINAGE EASEMENT

EAS/WK
RECORD & RETURN TO:
BORKSON, SIMON & MOSKOWITZ, P.A.
1500 N.W. 49th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WILL CALL - TRI COUNTY

THIS INDENTURE, made this 24th day of February, 1988, by and between PULTE HOME CORPORATION, a Michigan corporation, (Grantor) and WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not for profit, (Grantee), whose address is 3350 N.W. 53rd Street, Suite 106, Ft. Lauderdale, Florida 33309.

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to GRANTOR, the receipt of which by GRANTOR is hereby acknowledged, hereby grants and conveys to GRANTEE, its successors and assigns, a nonexclusive perpetual easement over, upon, across, and under the property described in Exhibit "A" attached hereto, which property is located in Broward County, Florida. The easement is for drainage purposes.

IN WITNESS WHEREOF, GRANTOR has executed this easement on the date set forth above.

WITNESSES:

PULTE HOME CORPORATION, a Michigan corporation

Barbara J. Vazquez
Laurie M. Peltus

By:

[Signature]
Its Authorized Agent & Employee

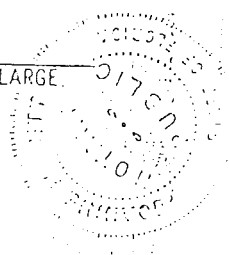
STATE OF FLORIDA)
) SS:
COUNTY OF)

The forgoing instrument was acknowledged before me this 24th day of February, 1988, by FRANK A. KOSARE Authorized Agent & Employee of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1991
BONDED THROUGH KASHYDA AGENCY, INC.

MAR 24 3 34 PM '88

BR15294 PG 669

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQ.
BORKSON, SIMON & MOSKOWITZ, P.A.
1500 N.W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309

EAS/PULTE, EAS.

17.00
8
200

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Return to:
JIMMUN & MOSKOWITZ, P.A.
1500 N. W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309
WILL CALL - TXI COUNTY

87-195121

THE PRESERVE

THIS AMENDMENT is made this 5th day of May, 1987, by PULTE HOME CORPORATION, a Michigan corporation ("Declarant").

P R E A M B L E :

Declarant is the Declarant pursuant to the Declaration of Covenants and Restrictions recorded in Official Records Book 14268, Page 403, of the Public Records of Broward County, Florida (the "Declaration"). Declarant is presently the owner of all of the property subject to the Declaration, and desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Paragraph 1.1.11 of the Declaration is amended to read as follows:

1.1.11 "LOT" shall mean and refer to any residential Lot as shown on a Plat as presently or hereafter recorded or modified, or any parcel of land located within the Property which has been or is intended to be conveyed to an Owner and which contains or is intended to contain one Unit.

2. Paragraph 2.8.6 of the Declaration is amended in its entirety to read as follows:

2.8.6 No motorized vehicle (including without limitation all motorcycles, motorbikes, mopeds, all-terrain vehicles or cycles, dirt bikes, or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if appropriately licensed and equipped with appropriate noise-muffling equipment so that the operation of same does not create a nuisance or unreasonable annoyance to the residents of the Property. This prohibition shall not apply to authorized vehicles of Declarant, Association, contractors or any governmental entity.

3. Paragraph 3.4 of the Declaration is hereby deleted in its entirety.

4. The fourth sentence in Paragraph 5.1 of the Declaration is amended to read as follows:

"If an Owner repaints his Dwelling Unit, it shall be in the same color (including trim) as the original color when conveyed by Declarant or the Builder of the Dwelling Unit, or as otherwise approved by the ARC."

5. The first sentence of Paragraph 5.2.5 of the Declaration is amended to read as follows:

"The canals of Woodside Estates and Woodside Village as described on the plats of Woodside Estates and Woodside Village, or any other canals within or contiguous to the Property, may, at the sole discretion of the Association, be (but are not hereby required to be) maintained by the Association in the manner prescribed by the South Florida Water Management District."

6. Paragraph 5.2.7 of the Declaration is amended in its entirety to read as follows:

5.2.7 Maintenance of Masonry Walls and Security Systems. Any masonry or other common walls and security systems surrounding portions of the Property shall be

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maintained by the Association, and a perpetual easement of ingress and egress over the Lots abutting any common walls and security systems is hereby granted to the Association for purposes of construction and maintenance activities related to any such common walls. Such easement shall extend 10 feet into the Property from the outer boundaries of the Property, for the installation and maintenance of a common wall. If any common wall is constructed within such easement, or along the boundaries of the Property, the Association, in addition to the obligation to maintain the common wall, shall maintain all landscaping between the common wall and the outer boundary of the Property, and in addition if any common wall is located along the boundary of any canal or canal right-of-way contiguous to the Property, then the Association shall also be required to maintain the landscaping between the common wall and the top of the bank of the adjoining canal, in accordance with the requirements of the Sunshine Water Control District, the City of Coral Springs, and all other governmental authorities having jurisdiction over the Property. In the event the Association fails to maintain the common wall and the landscaping between the common wall and the top of the bank of any adjoining canal, then any of the foregoing governmental authorities shall have the right, but not the obligation, to perform such maintenance and in that event the Association shall reimburse the governmental authority for all of the costs incurred in connection with such maintenance within 10 days after written demand by the governmental authority, and if the Association fails to so reimburse the governmental authority, then the Association shall be liable to the governmental authority for interest at the highest rate permitted by law plus attorneys' fees incurred by the governmental authority in collecting such sums from the Association, and the governmental authority performing such maintenance shall have a lien against all of the Lots which shall be co-extensive with the lien granted to the Association for the collection of assessments, and all of the provisions of this Declaration regarding the lien of the Association for the payment of assessments shall be applicable to the lien hereby granted to the governmental authority.

7. A new Paragraph 5.2.9 of the Declaration is hereby added, which shall read as follows:

5.2.9 Maintenance of Other Property. In addition to the provisions of this Paragraph 5.2, the Association shall have the right to assume the obligation to operate and/or maintain any other property, or improvements within any other property, within or contiguous to the Property, if the Board, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the residents of the Property. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways, or canal right-of-ways within or contiguous to the Property. The Association may also enter into agreements with any other person, or any other governmental authority, to maintain or share in the maintenance responsibility of any other property if the Board, in its sole and absolute discretion, determines this would be in the best interests of the residents of the Property.

8. Paragraph 6.1.1(a) of the Declaration is amended in its entirety to read as follows:

8. Paragraph 6.1.1(a) of the Declaration is amended in its entirety to read as follows:

"(a) Maintaining, repairing and replacing easements, Common Property, and any other property the upkeep and maintenance of which is the responsibility of the Association;"

9. Paragraph 6.1.4 of the Declaration is amended in its entirety to read as follows:

6.1.4 Notwithstanding any other provision of this Declaration, until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments as in the case of any other Owner, Declarant shall not be liable for Assessments for any Lots owned by Declarant, but in lieu thereof, Declarant shall be responsible for all expenses in excess of the Assessments receivable from the other Owners (including working capital contributions) and any other income received by the Association. During the period when Declarant is not liable for Assessments for Lots owned by Declarant, the Assessments shall be established by Declarant based upon an amount which shall not exceed Declarant's good faith estimate of what the Assessments would be if all Units and improvements contemplated within the Property were completed, so that the Assessments during such period will not exceed what the Assessments would be if the development of the Property as contemplated by Declarant was complete. In any event, Declarant shall not be required to fund any reserves allocated to any unbuilt Units or any Units owned by Declarant. Notwithstanding the foregoing, in the event the Association incurs any expenses which are not reasonably anticipated to be incurred in the day-to-day management and operation of the Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for such expenses shall not exceed the amount that Declarant would have been required to pay if it was liable for Assessments as any other Owner, and any excess amounts payable by the Association shall be assessed to the other Owners.

10. Paragraphs 6.2, 6.2.1, and 6.2.2 of the Declaration are hereby deleted in their entirety and the following Paragraph 6.2 is hereby substituted in their place.

6.2 Monetary Defaults and Collection of Assessments.

6.2.1 Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

6.2.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next

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twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special Assessments for Common Expenses, and/or for all other Assessments payable to the Association.

6.2.3 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other moneys owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6.2.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

6.2.5 Rental and Receiver. If a Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

6.2.6 Subordination of Lien. Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other moneys owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other

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assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other moneys due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other moneys have been paid in full.

6.2.6 Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other moneys owed to the Association, to any third party.

6.2.7 Unpaid Assessments Certificate. Within 15 days after written request by any Owner or any Institutional Mortgagee holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Mortgagee a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

6.2.8 Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other moneys owed to the Association by the Owner and/or for the enforcement of its lien; next towards interest on any Assessments or other moneys due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

11. Paragraph 7.3 of the Declaration is hereby deleted in its entirety.

12. Paragraph 8.2.3 of the Declaration is hereby made Paragraph 8.2.4, and a new Paragraph 8.2.3 is hereby added to the Declaration as follows:

8.2.3 Casualty insurance covering loss or damage by fire and all other hazards that are normally covered by a standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement costs of all improvements to be maintained by the Association, excluding land, foundation, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement, or reconstruction of any damaged or destroyed property without the approval of at least 2/3 of the votes of the Owners.

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13. The first sentence of Paragraph 9.1 of the Declaration is hereby amended to read as follows:

"The Architectural Review Committee ("ARC") shall consist of Declarant, or shall consist of members selected by Declarant, until all Lots and Dwelling Units in Woodside Estates and Woodside Village which are now or hereafter subject to this Declaration have been fully developed, permanent improvements have been constructed thereon and all Lots and Dwelling Units have been sold to permanent residents."

14. The first partial sentence in Paragraph 9.2 is amended to read as follows:

"The ARC may, from time to time, subject to this Declaration, adopt, promulgate, amend, revoke, and enforce guidelines ("Design Standards") for the purposes of:"

15. Paragraph 10.4.1 of the Declaration is hereby amended in its entirety to read as follows:

10.4.1 Prior to Turnover, Declarant may amend this Declaration by written instrument executed solely by Declarant, to be recorded among the Public Records of Broward County, Florida, and no amendment may be made by the Owners without the written joinder of Declarant.

16. The last sentence of 10.5.2 of the Declaration is hereby amended to read as follows:

"The cost thereof, including the costs of such action, reasonable attorneys' fees, and interest thereon at the highest rate permitted by law, shall be the binding personal obligation of such Owner, enforceable at law, and shall constitute a lien on such Owner's Lot and/or Dwelling Unit, and all of the provisions of this Declaration relating to the payment of Assessments and liens for Assessments shall apply to such lien.

17. A new Paragraph 10.5.3 of the Declaration is hereby added, which shall read as follows:

10.5.3 In the event of a violation by any Owner, or any person residing in the Dwelling Unit of any Owner, of any of the provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations of the Association, other than the non-payment of any Assessment or other monies to the Association, the Association shall notify the Owner of the violation by written notice. If such violation is not cured as soon as practicable, and in any event within seven days of such notice, or if the violation is not capable of being cured within such seven-day period, if the Owner fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven days after written notice by the Association, or if any similar violation is thereafter repeated, then in addition to any other remedy contained herein, the Association may impose a fine against the Owner. The amount of any fine shall be determined by the Board, and shall not exceed one month's Assessment for the first offense, two months' Assessment for a second similar offense, and three months' Assessment for a third or subsequent similar offense. Prior to imposing any fine, the Owner shall be afforded an opportunity for a hearing after reasonable notice to the Owner of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, Bylaws or

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ROBINSON, SANDRA S. ROSKOWITZ, P.A.
1500 N. W. 45th STREET, SUITE 401
FORT LAUDERDALE, FLORIDA 33309
WILL COUNTY

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THE PRESERVE

THIS AMENDMENT is made this 26th day of January, 1988, by PULTE HOME CORPORATION, a Michigan corporation ("DECLARANT").

P R E A M B L E :

DECLARANT is the "Declarant" pursuant to the Declaration of Covenants and Restrictions recorded in Official Records Book 14268, at Page 403, of the Public Records of Broward County, Florida, as amended by the first Amendment to Declaration of Covenants and Restrictions recorded in Official Records Book 14413, at Page 464, of the Public Records of Broward County, Florida (the "Declaration"). DECLARANT desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, DECLARANT hereby amends the Declaration by adding a new Paragraph 11, as follows:

11. Special Provisions Regarding Grading and Drainage Between Lots. It is acknowledged that, in connection with the grading of the Lots within the Property, in general contiguous Lots will be graded so that drainage will flow between the Lots at their common boundary line. However, it is acknowledged that due to the fact that many contiguous Lots have trees located on or near the common boundary line of the Lots, normal grading to permit drainage on the common lot line would require the removal of such trees, or would result in damage or destruction of such trees. Accordingly, in the event there are trees located on or near the common boundary line of two Lots, in order to preserve and protect such trees, Declarant shall have the right to grade the Lots so that drainage between the Lots will flow in an area other than the common boundary line between the Lots and such common drainage may be located, in whole or in part, entirely on one or the other of such Lots. In that event, a drainage easement for drainage pursuant to the grading as constructed by Declarant shall exist over the Lots, and no Owner shall change the grading of any Lot or interfere with the drainage of the Lot as originally constructed by Declarant, without the prior written consent of the Association.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment on the day and year first above written.

WITNESSES:

Michele H. Smith
Joanne H. Witt

PULTE HOME CORPORATION, a Michigan corporation

By: [Signature]
Authorized Agent & Employee

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 26th day of January, 1988, by Frank A. Nowacki, Authorized Agent & Employee of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation.

Joanne H. Witt
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:
EAS/PULTE.AMD

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1991
BONDED THROUGH AMSTON AGENCY, INC.

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

COPIED 4 ALL: 08

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AMENDMENT TO BYLAWS OF
WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.

SHIVON & MOSKOWITZ, P.A.
1500 N. W. 49th Street, Suite 401
Fort Lauderdale, Florida 33309
WILL CALL SIX COUNTY

The undersigned, being the Secretary of WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certifies that at a joint meeting of the Board of Directors and the members of the Association, the following Amendment to the Bylaws of the Association was approved:

Paragraph 2.7 of the Bylaws is amended to read as follows:

2.7 Quorum. A quorum at members' meeting shall consist of the presence in person or by proxy of one-third of the votes of the entire membership. The acts approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the members, except where the approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or these Bylaws.

It is acknowledged that the original Bylaws of the Association were recorded as Exhibit "C" to the Declaration of Covenants and Restrictions of The Preserve, which Declaration is recorded in Official Records Book 14268, at Page 403, of the Public Records of Broward County, Florida.

WOODSIDE ESTATES HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: Frank C. Haunschild
President

By: Douglas C. Campbell
Secretary

STATE OF FLORIDA)
COUNTY OF Broward) SS:

Frank C. Haunschild

The forgoing instrument was acknowledged before me this 14th day of May, 1987, by xxxxxxxx, President, and by DOUGLASS C. CAMPBELL, Secretary, of WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.

Jim Weeman
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 18, 1989
BOXED THRU GENERAL INS. UND.

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

EAS/WOODSIDE.AMD

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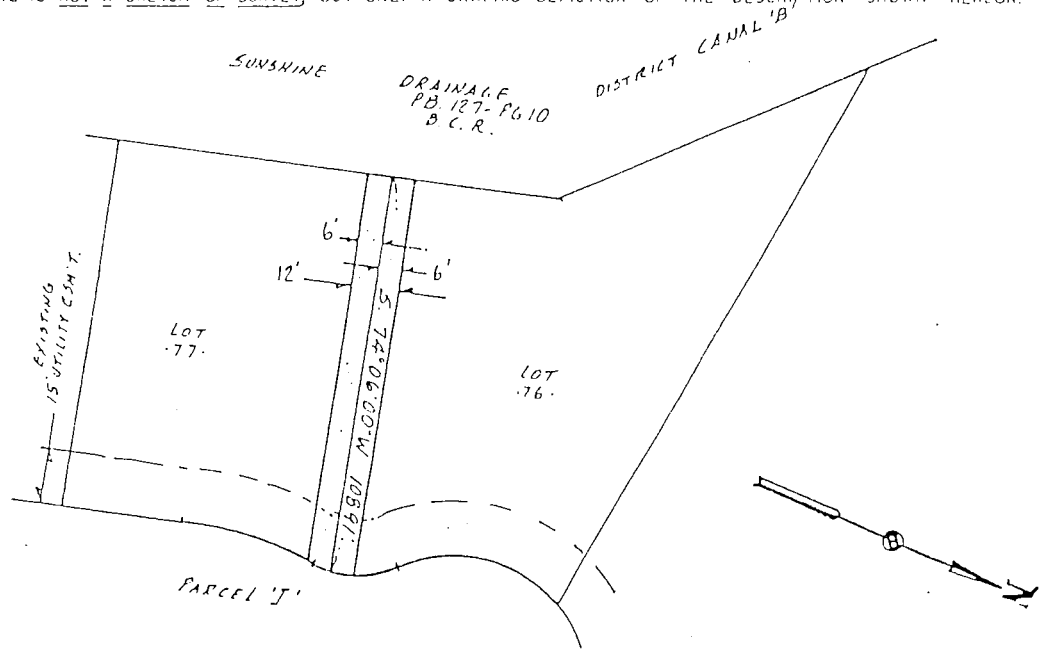
CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

Glendale Federal Bank Building, 3661 W. Oakland Park Blvd., Suite 301
Fort Lauderdale, Florida 33311 (305) 485-2326

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.



DESCRIPTION OF A 12 FOOT DRAINAGE EASEMENT (PROPOSED)

The North 6.00 feet of Lot 77; Together with: the South 6.00 feet of Lot 76 of the Plat of "WOODSIDE ESTATES", as recorded in Plat Book 127, Page 10 of the Broward County Public Records.

BK 15294 PC 670

BASIS OF BEARINGS IS THE PLAT OF 'WOODSIDE ESTATES' AS RECORDED IN PLAT BOOK 127, PAGE 10 BROWARD COUNTY RECORDS

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION CONFORMS TO CHAPTER 21HH-6.06 (1) (FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID, UNLESS IT BEARS AN ORIGINAL SEAL & SIGNATURE
Maynard H. Thompson 1/27/88
MAYNARD H. THOMPSON, DATE
REGISTERED LAND SURVEYOR NO. 3654
STATE OF FLORIDA

UPDATES / REVISIONS	DATE	BY	CK'D	NOTE:
				NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, rights-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©



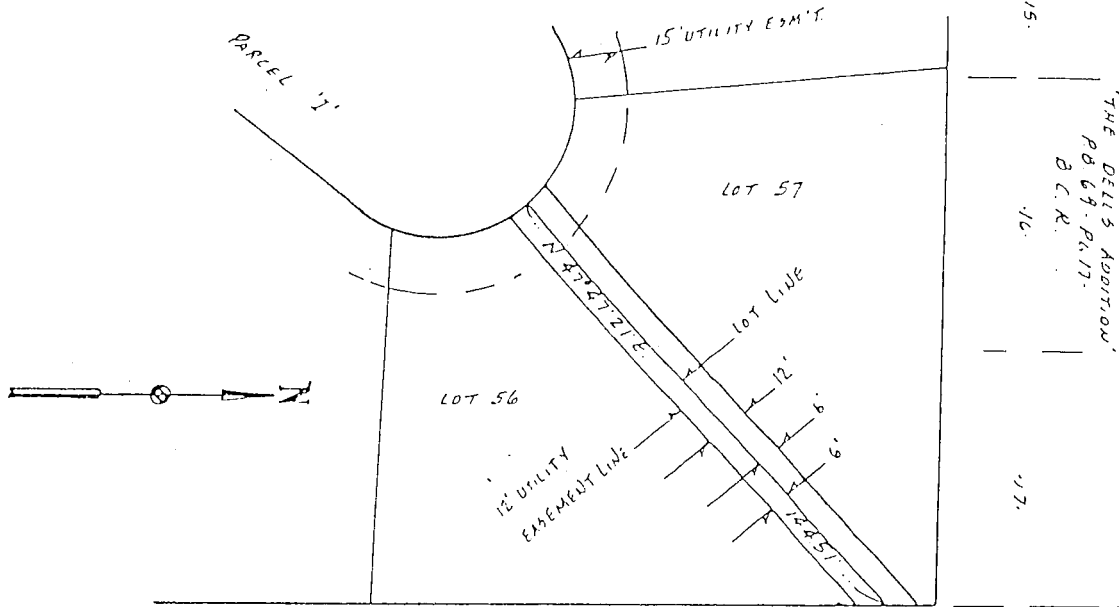
CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

Glendale Federal Bank Building, 3661 W. Oakland Park Blvd., Suite 301
Fort Lauderdale, Florida 33311 (305) 485-2326

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.



SUNSHINE DRAINAGE DISTRICT CANAL 'A'
O.R.B. 3260-PG 775
B. C. R.

DESCRIPTION OF A 12 FOOT UTILITY EASEMENT (PROPOSED)

The Northwestly 6.00 feet of Lot 56;
Together with: the Southeasterly 6.00 feet
of Lot 57 of the Plat of "WOODSIDE ESTATES",
as recorded in Plat Book 127, Page 10 of the
Broward County Public Records.

DATE 129476 671

BASED ON BEARINGS IS THE PLAT
OF 'WOODSIDE ESTATES' AS RECORDED
IN PLAT BOOK 127 - PAGE 10 -
BROWARD COUNTY RECORDS

I HEREBY CERTIFY
THAT THE ATTACHED SKETCH AND DESCRIPTION
CONFORMS TO CHAPTER 21HH-6.06 (1) (FLORIDA
ADMINISTRATIVE CODE), MINIMUM TECHNICAL
STANDARDS FOR LAND SURVEYING IN THE STATE
OF FLORIDA, AND IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS
IT BEARS AN ORIGINAL SEAL & SIGNATURE
Maynard H. Thompson 1/27/88
MAYNARD H. THOMPSON DATE
REGISTERED LAND SURVEYOR NO. 3654
STATE OF FLORIDA

UPDATES/REVISIONS	DATE	BY	CK'D	NOTE
				NOTE: The undersigned and CONSULT-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, rights-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSULT-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.
				NOTE: This instrument is the property of CONSULT-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSULT-TECH ENGINEERING, INC. ©
Job No. 86-0250A	Drawn By JD	Checked By	F.B. PG.	Scale 1"=20'



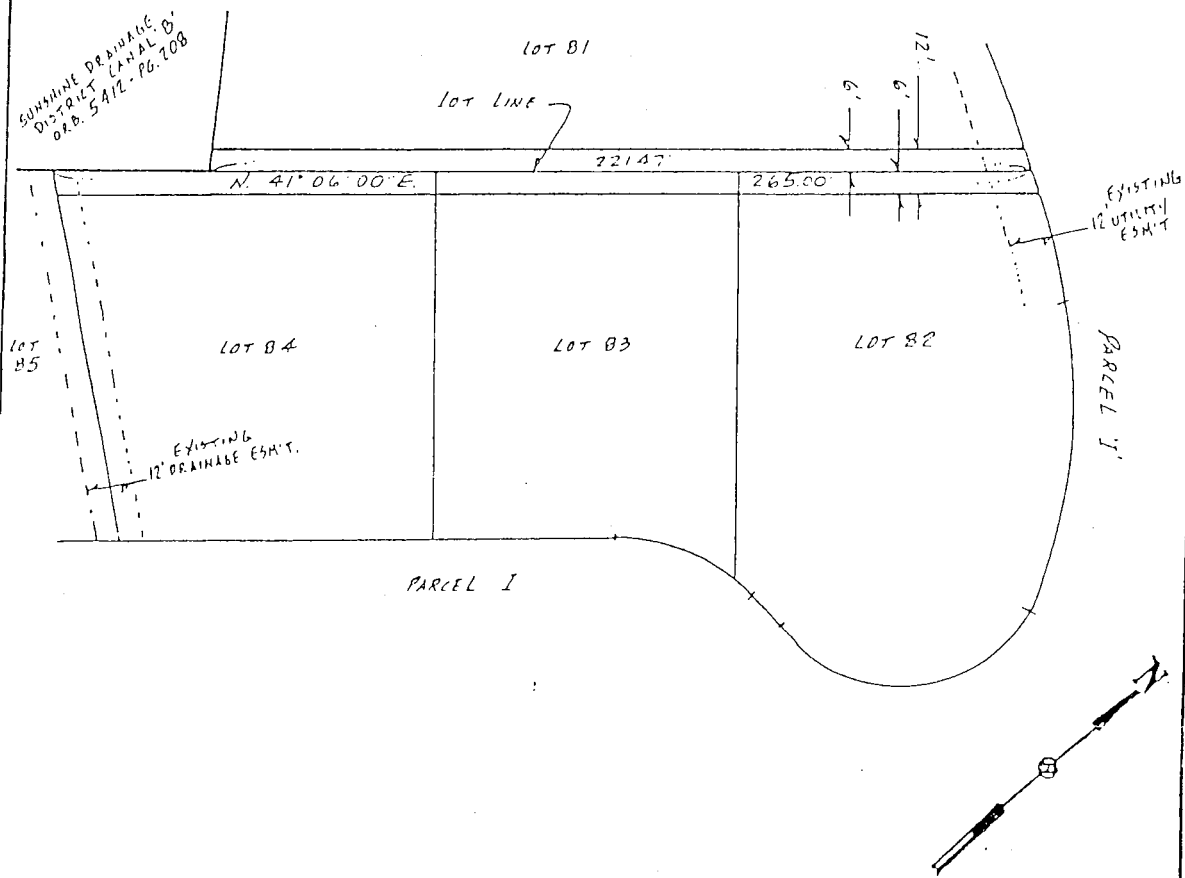
CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

Glendale Federal Bank Building, 3661 W. Oakland Park Blvd., Suite 301
Fort Lauderdale, Florida 33311 (305) 485-2326

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.



DESCRIPTION OF A 12 FOOT DRAINAGE EASEMENT (PROPOSED)

The Easterly 6.00 feet of Lot B1; Together with: the Westerly 6.00 feet of Lots B2, B3 and B4 of the Plat of "WOODSIDE ESTATES", as recorded in Plat Book 127, Page 10 of the Broward County Public Records.

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

*BASIS OF BEARINGS IS THE PLAT OF
"WOODSIDE ESTATES," AS RECORDED IN
PLAT BOOK 127, PAGE 10, BROWARD
COUNTY, PUBLIC RECORDS.*

I HEREBY CERTIFY
THAT THE ATTACHED SKETCH AND DESCRIPTION
CONFORMS TO CHAPTER 21HH-6.06 (1) (FLORIDA
ADMINISTRATIVE CODE), MINIMUM TECHNICAL
STANDARDS FOR LAND SURVEYING IN THE STATE
OF FLORIDA, AND IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

THIS DRAWING IS NOT VALID UNLESS
IT BEARS AN ORIGINAL SEAL & SIGNATURE
Maynard A. Thompson 1/27/88
MAYNARD A. THOMPSON DATE
REGISTERED LAND SURVEYOR NO. 3654
STATE OF FLORIDA

EXHIBIT "A"

UPDATES/REVISIONS	DATE	BY	CK'D	NOTE
				NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, rights-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©

Job No. *86-0750A* Drawn By *JD* Checked By _____ F.B. PG. Scale *1"=40'*

DK15294FC 6/12

88045052

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT is made this 26th day of January, 1988, by PULTE HOME CORPORATION, a Michigan corporation ("OWNER"), and by WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("ASSOCIATION").
3350 NW 53rd Street-Suite 106, Ft. Lauderdale, Fl. 33309
P R E A M B L E :

CO [E] 83 P4: 17

OWNER owns Lots 42 and 43 of WOODSIDE ESTATES, according to the Plat thereof, recorded in Plat Book 127, at Page 10, of the Public Records of Broward County, Florida. The Plat of WOODSIDE ESTATES reflects a private 12-foot drainage easement within Lots 42 and 43 of the Plat. The Plat of WOODSIDE ESTATES also indicates that the private drainage easement is dedicated to ASSOCIATION.

OWNER and ASSOCIATION desire to terminate the easement, and create a new easement as hereinafter provided.

NOW, THEREFORE, the parties agree as follows:

1. OWNER and ASSOCIATION hereby agree that the private 12-foot drainage easement reflected on the Plat of WOODSIDE ESTATES is hereby terminated and is of no further force or effect.
2. OWNER hereby grants to ASSOCIATION a non-exclusive drainage easement, which drainage easement shall be a total of 12 feet in width, extending six feet on either side of the common boundary of Lots 42 and 43, as shown on the Plat of WOODSIDE ESTATES.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

PULTE HOME CORPORATION, a Michigan corporation

[Signature]
Loanna M. Witt

By: [Signature]

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 26th day of January, 1988, by Frank A. Kozacek, Authorized Agent, & Employee of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1991
BONDED THROUGH ASHTON AGENCY, INC.

Loanna M. Witt
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)

WITNESSES:

WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

[Signature]
Loanna M. Witt

By: [Signature]

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 26th day of January, 1988, by F. Michael Zickmann, Secretary, TREASURER of WOODSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 21, 1991
BONDED THROUGH ASHTON AGENCY, INC.

Loanna M. Witt
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)

EAS/PULTE. AGR

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

DK 15166 PG 386

5
1/26/88

86-137126

OFF 14268 PAGE 460

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AGREEMENT

Between

BROWARD COUNTY

and

CITY OF CORAL SPRINGS

and

SAMPLE ROAD-WOODSIDE DRIVE CORPORATION

Providing For The

DEDICATION, DEVELOPMENT AND USE OF 5 ACRE
PARK IN THE CITY OF CORAL SPRINGS

This Agreement made and entered into this _____ day of April, 1986, by and between

BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY"

AND

The CITY OF CORAL SPRINGS, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CITY"

AND

SAMPLE ROAD - WOODSIDE DRIVE CORPORATION, a Florida Corporation, its successors and assigns, hereinafter referred to as "OWNER"

WHEREAS, OWNER agrees, warrants and represents that it is the owner of that real property described as "WOODSIDE ESTATES" which is more specifically delineated on the Plat Map attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the CITY and COUNTY require that platting of residential land shall be designed to provide for a recreational need of the future residents of the platted area; and

WHEREAS, the CITY and COUNTY have an interest in preserving for the public a sensitive environmental area located within the Woodside Estates Plat; and

WHEREAS, OWNER seeks to satisfy public development requirements with respect to the Woodside Estates Plat by

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EXHIBIT D

The foregoing was adopted as the By-Laws of Woodside Estates Homeowners Association, Inc., a Florida corporation not-for-profit, at the first meeting of the Board of Directors on the ____ day of _____, 198__.

, Secretary

(CORPORATE SEAL)

OFF 14268 PAGE 459
REC

50776/30/P13

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the recreational needs of the future residents of the Woodside
Estates platted area; and

WHEREAS, CITY agrees to require full compliance by OWNER
with the terms of this agreement; and

WHEREAS, the Parties desire to enter into this Agreement to
establish certain matters relating to the dedication,
development and use of said real property, designated on the
WOODSIDE ESTATES PLAT as Parcels D, E, F and G.

NOW THEREFORE, IN CONSIDERATION of the mutual terms,
conditions and provisions hereinafter set forth, CITY, COUNTY and
OWNER agree as follows:

1. OWNER is the owner and developer of the real property
known as Woodside Estates located in the South one-half (S 1/2)
of Section 14, Township 48 South, Range 41 East, said lands being
approximately 65.587 acres in size.

2. OWNER agrees to dedicate to the City of Coral Springs
on the face of the Plat, the 5.049 acres described on the Plat as
parcels D, E, F and G, with said Plat being attached hereto and
incorporated herein as Exhibit A.

3. OWNER agrees to construct at their sole cost and
expense a bridge over the Sunshine Drainage District Canal as
shown on Exhibit A to the specification of the CITY in lieu of
paying to the COUNTY the EIGHTEEN THOUSAND THREE HUNDRED
TWENTY-EIGHT AND 99/100 DOLLARS (\$18,328.99) regional park
requirement requested by the COUNTY. The estimated cost of
construction of bridge is TWENTY-FOUR THOUSAND AND 00/100 DOLLARS
(\$24,000.00). OWNER agrees to pay the full cost and expenses of
the construction and installation of the bridge, whatever said
cost and expenses may be.

4. OWNER represents that the Sunshine Water Control
District has granted to the public the right to use the area
connecting the parks in accord with the District's policy for
facilities and bridges over canals. Said approvals are attached
hereto and incorporated herein as Exhibit B.

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OFF 1068 PAGE A61

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5. CITY and COUNTY agree that the conveyance of the 10.0 acres and the construction of the bridge in accordance with the terms and conditions of this Agreement, satisfies all of the park dedication requirements to CITY and COUNTY for up to One Hundred Sixty-Five (165) single family units, sixteen (16) Townhouses and One Hundred Twelve (112) Garden Apartments within the Woodside Estates Plat, Exhibit A.

6. CITY agrees that the portion of the platted area consisting of the park and designated ancillary parking area shall be fully maintained and operated by CITY, shall be available to all inhabitants and residents of COUNTY, and that any entrance, user or other fee or condition assessed by CITY in connection therewith shall be identical for COUNTY and CITY inhabitants and residents, with due consideration for the cost of maintenance for the area.

7. The parties agree that no improvements shall be made within the park site which are inconsistent with maintaining park site as a nature study passive park. The park site is a sensitive environmental area as more fully described in the Broward County "Environmental Impact Statement for Woodside Estates" dated February, 1985 and therefore the use of the park shall be restricted and limited as provided herein in order to properly preserve its natural state.

8. CITY agrees that the park shall be governed by the City of Coral Springs in a manner similar to the operation of Kiwanis Park, wherein entrance to the park shall be limited to those members of the public accompanied by an authorized representative of the City of Coral Springs unless otherwise authorized by the City Manager or his designee.

9. COUNTY agrees to relinquish to CITY all interests in this land and control over the future park, including its development subject to the limitations contained elsewhere in this Agreement.

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REC 4268 page 462

REC 13338 270

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10. OWNER agrees to execute any and all other instruments
or documents as may be required to effectuate this Agreement.

11. This instrument shall be recorded in the public records
of Broward County, Florida, and OWNER shall be responsible for
all recording costs.

12. This Agreement shall be binding on the heirs, assigns
and successors in title of CITY, COUNTY AND OWNER.

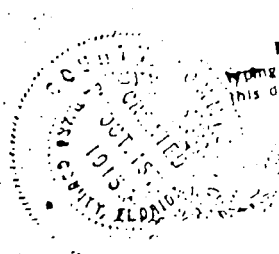
IN WITNESS WHEREOF, the parties hereto have made and
executed this Agreement on the respective dates under each
signature: BROWARD COUNTY through its BOARD OF COUNTY
COMMISSIONERS, signing by and through its Chairman, authorized to
execute same by Board action of the 8th day of April
1986, by CITY OF ORAL SPRINGS, signed by and through its Mayor
duly authorized to execute same and OWNER, KEMBLE ROAD-WOODBRIDGE
DRIVE CORPORATION, a Florida Corporation, by its authorized
officer.

OFF REC 1:4268 PAGE 463

COUNTY

ATTEST
[Signature]
County Administrator and Ex-
Officio Clerk of the Board
of County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS
By *[Signature]*
Cerald F. Thompson, Chairman



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14 day of April 1986
Approved as to form and legality
by Office of General Counsel
Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 233
Room 248, Courthouse
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-6000

By *[Signature]*
Barbara A. Hall
Assistant General Counsel

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day
of _____, 19____.

Notary Public, State of Florida

My Commission Expires:

MEMO: Legibility of writing,
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WITNESS:
Lee Distric
Colonel H. Sedger

CITY
CITY OF COE SPRINGS
By: [Signature]
Mayor
By: [Signature]
City Manager, William B. Brady

26 day of March, 1986

ATTEST:

(CORPORATE SEAL)

[Signature]
City Clerk
Jobbs K. Joseph, City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney
Martin J. Hanna, Esq.,
Assistant City Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 26th day of
March, 1986.

[Signature]
Notary Public, State of Florida

My Commission Expires:

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WITNESSES:

Harold J. [unclear]
Linda [unclear]
(CORPORATE SEAL)

OWNER

SAMPLE ROAD WOODSIDE

By: *[Signature]*

25th day of March, 1956

STATE OF NEW YORK)
COUNTY OF NEW YORK)

SWORN TO AND SUBSCRIBED before me, th 25th day of
March, A.D. 1956

[Signature]
Notary Public, State of

NOTARY PUBLIC
My Commission Expires:

DOMAUS MARTEL
Notary Public, State of New York
No. 52-0774338
Qualified in Suffolk County
Commission Expires March 20, 1956

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STANDARD WATER CONTROL DISTRICT

[Faint, illegible text]

LOCATION MAP

LOCATED AT

SECTION 41 EAST

SECTION 40 SOUTH

SECTION 42 SOUTH

SECTION 43 SOUTH

SECTION 44 SOUTH

SECTION 45 SOUTH

SECTION 46 SOUTH

SECTION 47 SOUTH

SECTION 48 SOUTH

SECTION 49 SOUTH

SECTION 50 SOUTH

SECTION 51 SOUTH

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SECTION 97 SOUTH

SECTION 98 SOUTH

SECTION 99 SOUTH

SECTION 100 SOUTH

ACKNOWLEDGEMENT BY MORTGAGEE:

[Signature]

MORTGAGE APPROVAL:

[Signature]

DEED:

[Signature]

BROWARD COUNTY ENGINEERING DIVISION

BROWARD COUNTY PLANNING COUNCIL

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - ANNULS SECTION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - RECORDING SECTION

CITY COMMISSIONER

SUPERVISOR'S CERTIFICATE:

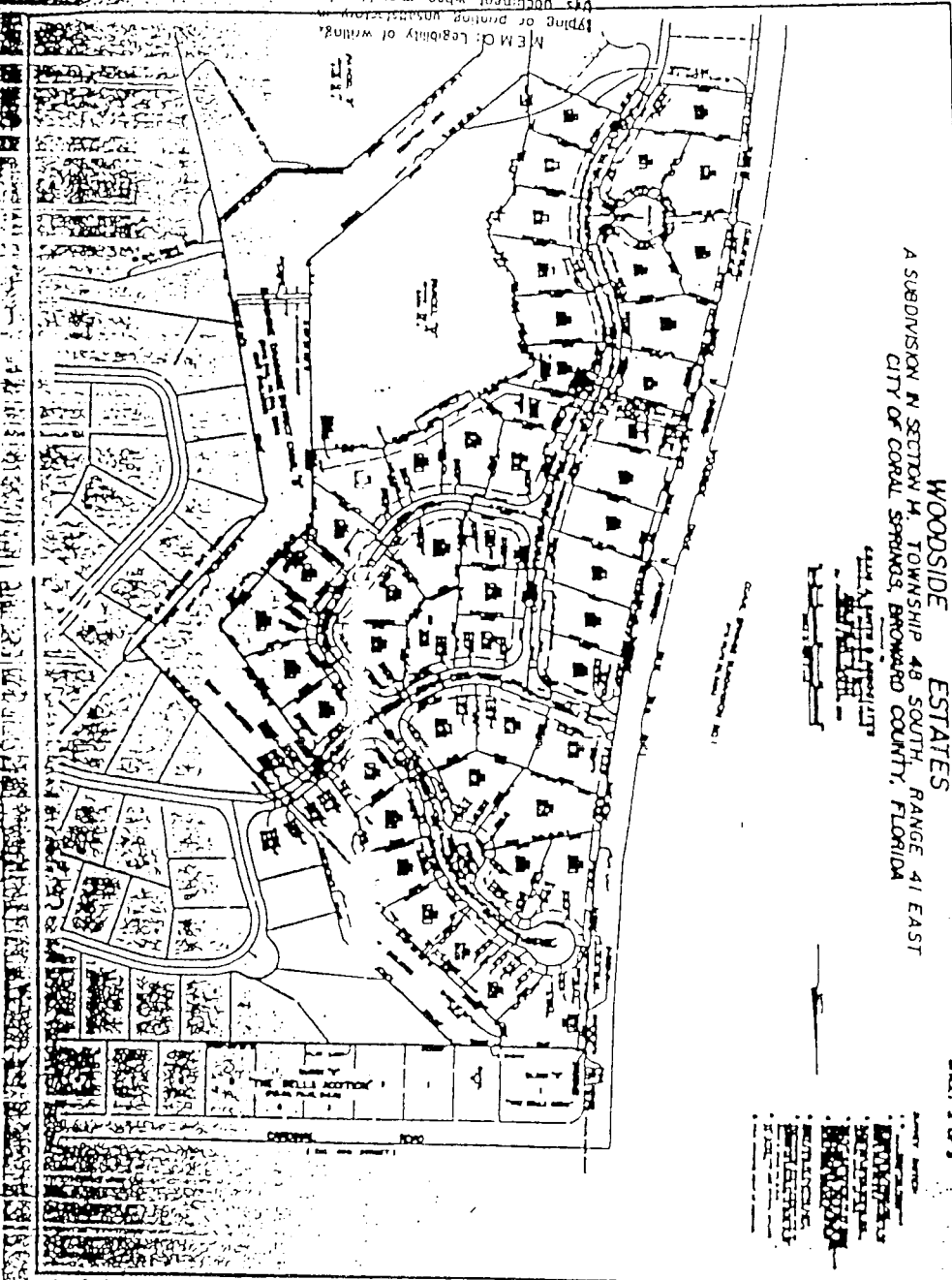
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OFF 14268 PAGE 466
REC

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OFF 14238 PAGE 467
REC 14238



WOODSIDE ESTATES
A SUBDIVISION IN SECTION 14, TOWNSHIP 48 SOUTH, RANGE 41 EAST
CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA

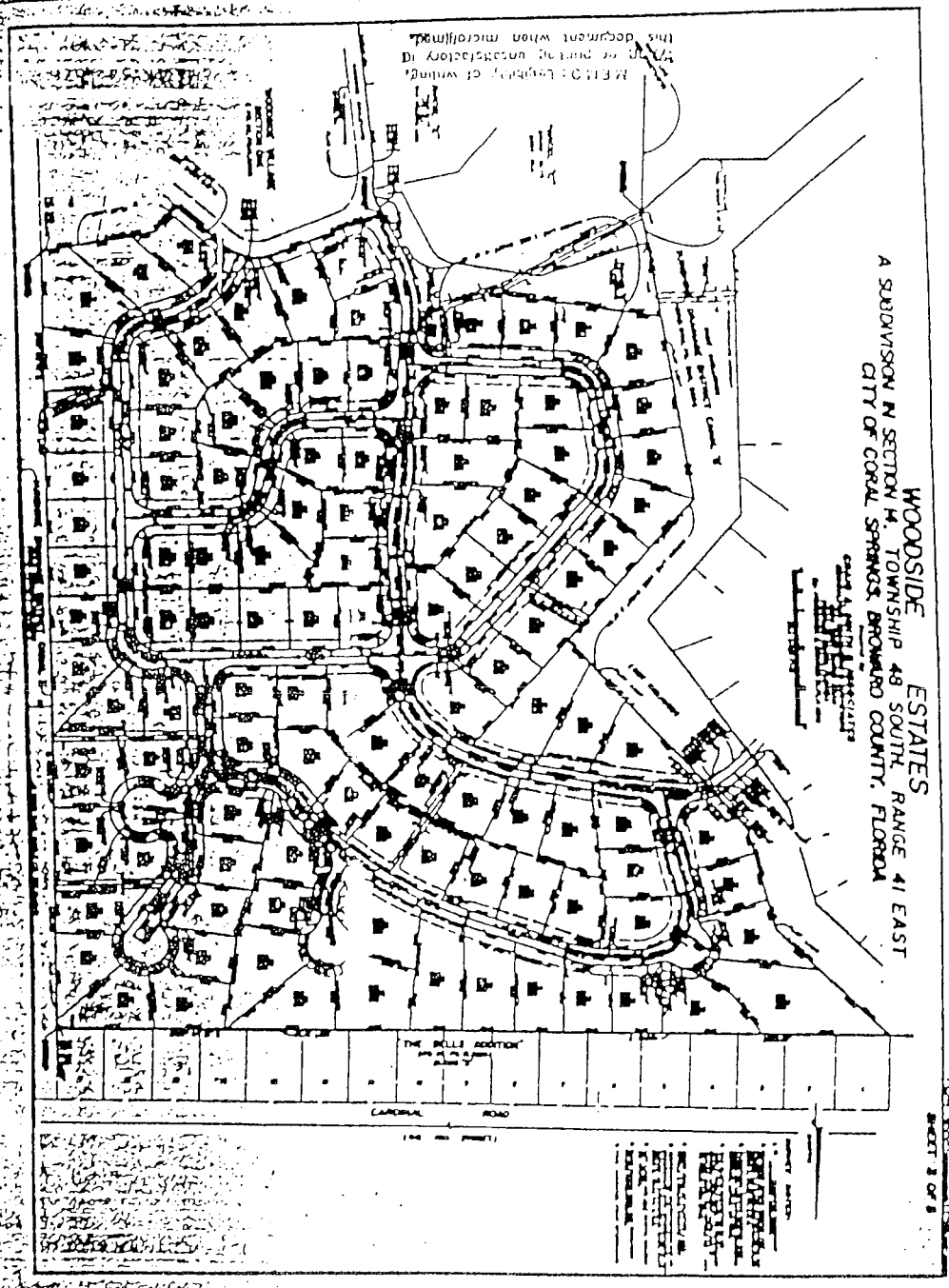
444 A. B. T. CO., INC.
CORAL SPRINGS, FLORIDA

EXHIBIT - A* REC 13333 PD 275

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OF A 26 PAGE 468



WOODSIDE ESTATES
 A SUBDIVISION IN SECTION 14, TOWNSHIP 48 SOUTH, RANGE 41 EAST
 CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA

CHAS. A. WATSON & SONS
 ENGINEERS
 CORAL SPRINGS, FLORIDA

EXHIBIT - A - REC 13333P0 278

SHEET 2 OF 8

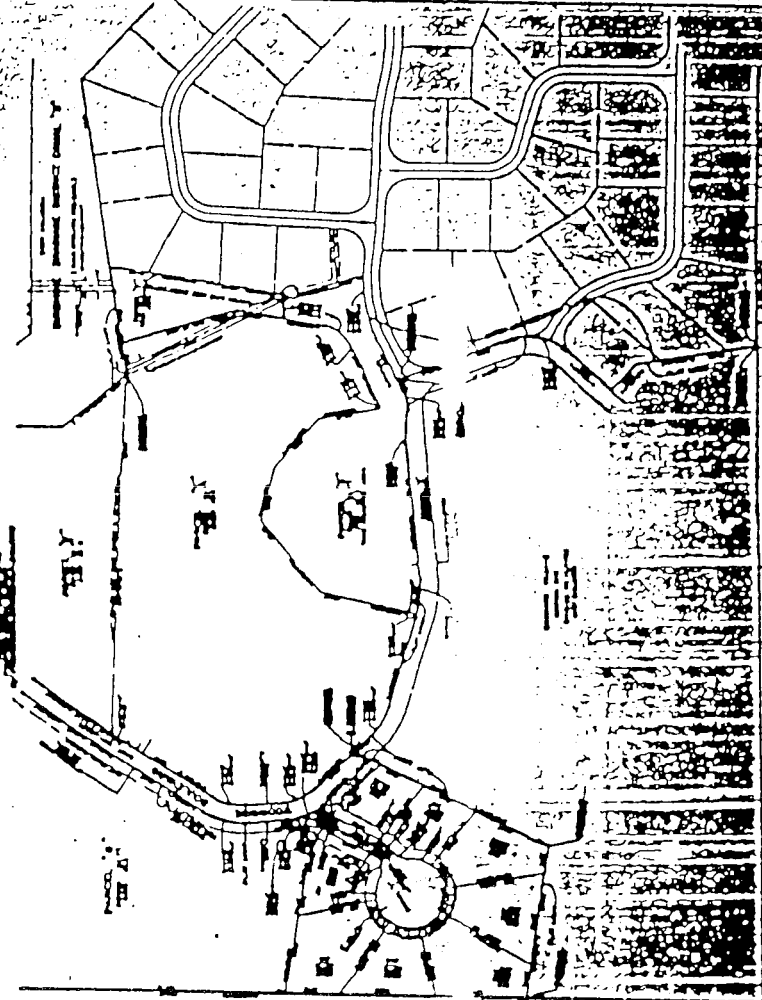
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KEY PLAN "A"
REC 133396 277

WOODSIDE ESTATES
A SUBDIVISION IN SECTION 14, TOWNSHIP 48 SOUTH, RANGE 41 EAST
CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA



OFF REC 14268 PAGE 469

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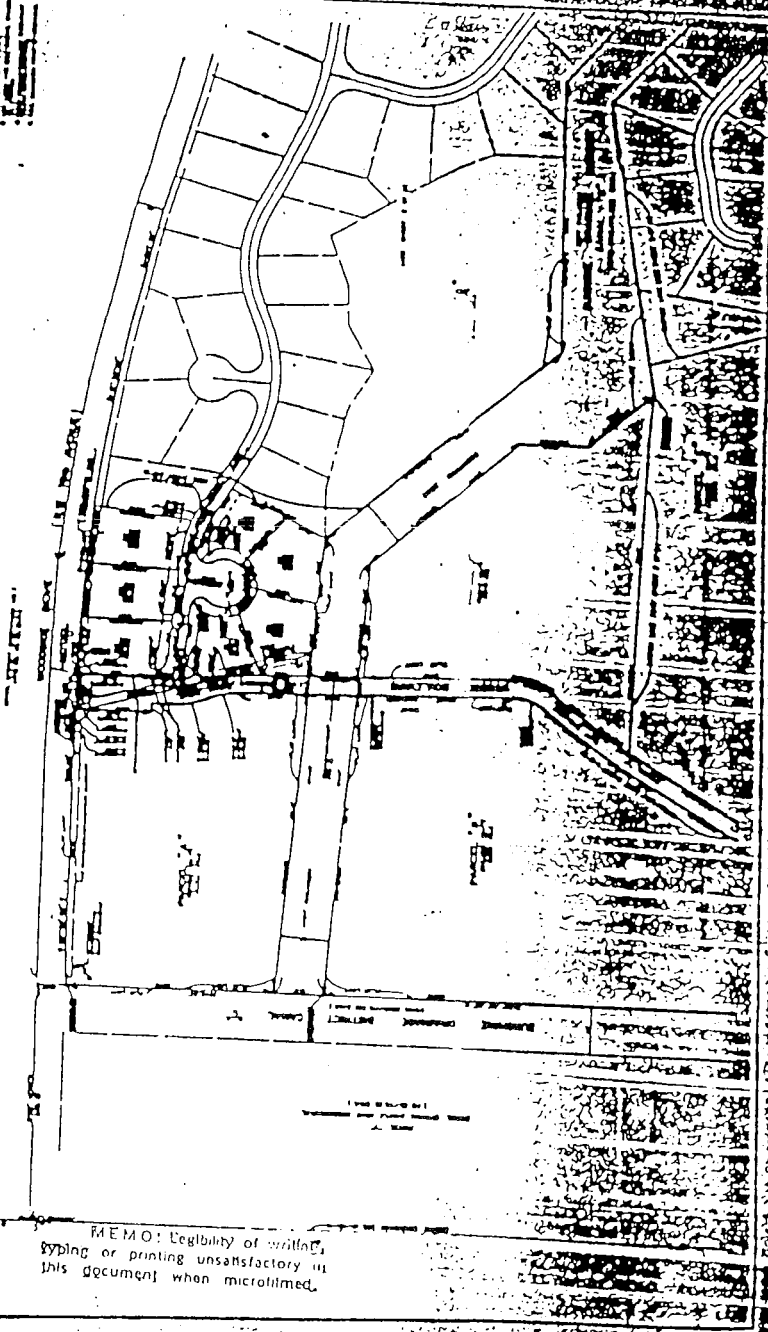
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OFF 1A268 PAGE 470

EXHIBIT "A"
SEE 13333 Pa 278

WOODSIDE ESTATES
A SUBDIVISION IN SECTION 14, TOWNSHIP 48 SOUTH, RANGE 41 EAST
CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA

CHAS. A. SMITH & ASSOCIATES
PLANNERS



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OFF REC 4268 PAGE 472

PERMIT
SUNSHINE WATER CONTROL DISTRICT

PERMIT NO. 15-13
DATE: 7/23/85

ISSUED TO: Woodside Estates Homeowners Association
c/o Mastrana & Christiansen
2750 North Federal Highway
Fort Lauderdale, Florida 33306

AUTHORIZING: 15.00' pedestrian ingress/egress

LOCATION: As shown on the attached sketch of survey

This permit is issued pursuant to Application for Permit dated 6/20/85.
Said application, including all plans and specifications attached hereto, is
by reference, made a part hereof.

All work, construction and use of the facilities of the SUNSHINE WATER
CONTROL DISTRICT, permitted hereunder, shall be performed in strict
compliance with this permit and the Requirements and Minimum Stan-
dards of Construction heretofore adopted by the Sunshine Water Control
District and as the same may hereafter from time to time be amended,
changed, or revised; said Requirements and Minimum Standards of
Construction being expressly made a part and condition of this permit.
A copy of the Requirements and Minimum Standards of Construction are
available upon request.

This permit shall not convey to PERMITTEE any property, title, nor
any rights or privileges other than those specified herein, nor relieve
the PERMITTEE from complying with any law, regulation or requirement
affecting the rights of other bodies or agencies. All structures and
works installed by PERMITTEE hereunder shall remain the property of
the PERMITTEE unless otherwise specified below.

The irresponsible dumping or discharging of any aquatic vegeta-
tion or debris into the canal system of this District, not specifi-
cally approved by the District, is prohibited and will constitute
grounds for cancellation of the permit.

SPECIAL CONDITIONS ARE AS FOLLOWS:

- In the event the Sunshine Water Control District wishes to obtain
ingress or egress to its easement and/or right of way for the
purposes of maintenance of the canal, the removal and reinstalla-
tion of any construction permitted hereunder shall be at owner's
expense.

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REC 14268 PAGE 473

SUNSHINE WATER CONTROL DISTRICT
PERMIT NO. 1-85-19
DATE: 7/23/85

SPECIAL CONDITIONS (continued)

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- b. PERMITTEE, by acceptance of this permit, covenants and agrees that the Sunshine Water Control District shall be promptly indemnified, defended, protected, exonerated, and saved harmless by the PERMITTEE from and against all expenses, attorney's fees, liabilities, claims, demands, and proceedings incurred by the District imposed upon said District in connection with any claim, proceeding, demand, administrative hearing, suit, appellate proceeding, or other activity; including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any operations under this permit, including use of canal water for irrigation purposes, damage to landscaping, paint damage to automobiles, buildings, or other structures, and any property damage or personal injuries, fatal or non-fatal, of any kind or character.
- c. Permittee use is not to interfere with or become a material interruption to the water flowage/drainage rights and obligations of the District.
- d. Permittee must submit the plans for construction of the footbridge to be used for pedestrian purposes and obtain the approval of the District prior to construction.
- 9. PERMITTEE agrees that during the course of construction prior to obtaining a Certificate of Occupancy on any structure constructed thereon, no builder debris will be placed into the waterways of the Sunshine Water Control District.

For this purpose PERMITTEE has submitted a check in the amount of One-Thousand Dollars (\$1,000) which Permittee hereby irrevocably forfeit if debris is found to have been placed into the District's waterways; said determination to be at the sole discretion of the Sunshine Water Control District and is acknowledged by PERMITTEE to represent both actual and punitive damages. Violating the provisions of this permit and, further, the provisions of Chapter 298, Florida Statutes.

If construction of the facilities called for in this permit have not been completed, an additional One Thousand Dollars (\$1,000) will be submitted by Permittee to cover future occurrences of discharging builder debris into the District's waterways.

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OFF 14268 PAGE 474

EXHIBIT
Pg 3 of 3

SUNSHINE WATER CONTROL DISTRICT
PERMIT NO.: 85-19
DATE: 7/23/85

PERMIT TO REMAIN IN EFFECT FOR: Indefinite

SUNSHINE WATER CONTROL DISTRICT

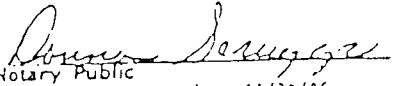
BY: 

(SEAL)

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State of Florida
County of Broward

Before me personally appeared Cary L. Moyer to me well known
and known to me to be the person described in and who executed the
foregoing instrument, and acknowledged to and before me that he
executed said instrument for the purposes therein expressed.
WITNESS my hand and official this 29 day of July, 1985.


Notary Public
My Commission expires 11/29/86

REC-133330-282

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LAND DESCRIPTION

15.00 FOOT PEDESTRIAN INGRESS/EGRESS EASEMENT
WOODBIDE ESTATES

A portion of the South one-half (S. 4) of Section 14
Township 48 South, Range 41 East, more particularly
described as follows:

A strip of land 15.00 foot wide lying 7.50 foot on
each side of the following described centerline, with
the sidelines being lengthened or shortened to terminate
on the westerly right-of-way line of the Sunshine
Drainage District Canal "B", as recorded in Official
Records Book 5412, Page 208, of the Public Records of
Broward County, Florida, through the POINT OF BEGINNING
and on the easterly right-of-way line of said Canal "B"
through the POINT OF TERMINATION.

COMMENCE at the Southwest corner of Lot 1, Block A,
"THE BELLS ADDITION", according to the plat thereof, as
recorded in Plat Book 69, Page 17, of the Public Records
of Broward County, Florida; thence North 19° 44' 21"
East, along the South boundary of said lot, 125.01
feet; thence South 00° 15' 39" East, along said westerly
right-of-way line, 30.19 feet; thence South 46° 55' 26"
East, 247.59 feet; thence South 15° 54' 00" East, 154.00
feet; thence South 35° 54' 00" East, 360.00 feet; thence
South 41° 06' 00" West, 214.00 feet; thence South 01°
24' 00" East, 348.90 feet to the POINT OF BEGINNING (the
last six (6) courses described being coincident with
said westerly right-of-way line); thence North 88° 36'
00" East, 117.76 feet to the point of termination of
said centerline, said point being on said easterly
right-of-way line.

Said lands lying in the City of Coral Springs,
Broward County, Florida.

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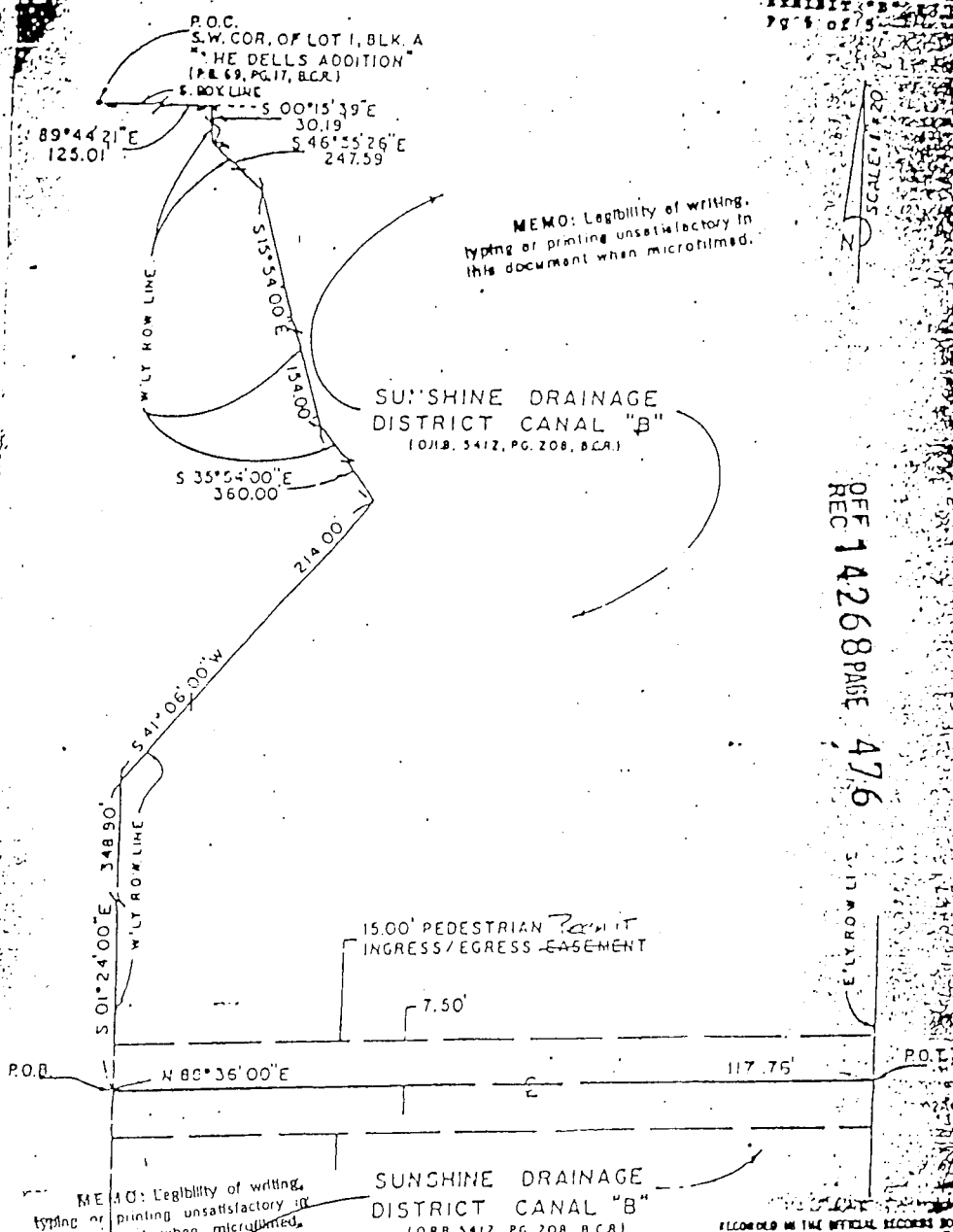
OFF REC 14268 PAGE 475

REC 13333 PD 283

Land Description Prepared By:
Craig A. Smith & Associates
Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No. 83-9106
January 31, 1985
Checked by: K.H.

WOODSIDE UNIT 15

15.00 FOOT PEDESTRIAN INGRESS/EGRESS EASEMENT



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SUNSHINE DRAINAGE DISTRICT CANAL "B"
(O.R.B. 5412, PG. 208, B.C.R.)

15.00' PEDESTRIAN INGRESS/EGRESS EASEMENT

SUNSHINE DRAINAGE DISTRICT CANAL "B"
(O.R.B. 5412, PG. 208, B.C.R.)

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REC 14268 PAGE 476

REC 13333 PG 284

NOTES:

DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
BEARINGS SHOWN HEREON ARE RELATIVE TO THE STONER/KFITH RESURVEY RECORDED IN MISC. P. 3, PG. 44, B.C.R. PH. 83-9106

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

HAIR A. SMITH & ASSOCIATES
REGISTERED ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
PH. 83-9106

REVISION	OWN	DATE	REASON	CHKD
SKETCH	RA	2-8-85	FINAL	RIP

SHEET 12 OF 26

R-20 86-47

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AGREEMENT
FOR
CONSTRUCTION AND/OR INSTALLATION OF WATER AND
SEWER LINES AND PAVING AND DRAINAGE IMPROVEMENTS

THIS AGREEMENT, made and entered into this 26th day of March, 1986, by and between:

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

and

WOODSIDE ESTATES
SAMPLE ROAD - WOODSIDE DRIVE CORPORATION,
A Florida Corporation
(hereinafter referred to as "DEVELOPER")

WITNESSETH:

WHEREAS, DEVELOPER owns certain real property known as Woodside Estates, located within the municipal limits of CITY; and

WHEREAS, DEVELOPER has submitted a plat for said lands to the City of Coral Springs and received final plat approval from the City Commission on May 21, 1985, subject to certain conditions; and

WHEREAS, DEVELOPER is therefore desirous of constructing and installing certain water and sewer lines and paving and drainage improvements (hereinafter referred to, in the aggregate, as IMPROVEMENTS) at Woodside Estates; and

WHEREAS, the CITY and DEVELOPER agree that said IMPROVEMENTS shall be constructed at DEVELOPER's expense and according to CITY specifications; and

WHEREAS, the parties have reached an agreement providing for the connection of DEVELOPER's proposed water and sewer lines with the CITY's facilities, and further providing for the construction by DEVELOPER and acceptance by the CITY of the said water and sewer lines; and

WHEREAS, the parties have reached an AGREEMENT providing that DEVELOPER, his heirs and assigns, shall retain ownership and control over the paving and drainage improvements subject to certain interests of the CITY contained in an AGREEMENT providing

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I certify this to be a true and correct copy of the official record of the City of Coral Springs, Florida, recorded in my office, the City Clerk, WITH NEITHER MY FEES AND OFFICIAL SEAL BEING

City of Coral Springs, Florida, this 31 day of March, 1986.

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REC 14268 PAGE 477
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EXHIBIT E

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the parties entitled "Public Utilities Easements Within Private
Right-of-Way".

NOW, THEREFORE, for and in consideration of mutual covenants
and undertakings and for other good and valuable consideration,
after good faith, arms-length negotiations, the parties covenant
and agree each with the other as follows:

1. DEVELOPER represents and warrants that it is the fee
simple owner of certain real property located within the municip-
al limits of the City of Coral Springs:

SEE EXHIBIT "A" ATTACHED HERETO AND MAKE A PART HEREOF

2. DEVELOPER agrees to construct and/or install at
DEVELOPER's sole expense:

- (a) all water and sewer lines necessary to connect the
referenced property to CITY's water and sewer
systems; and
- (b) paving and drainage improvements,

all in accordance with plans and specifications prepared by
licensed registered engineers and architects.

3. DEVELOPER further agrees that said plans and specifica-
tions shall be approved in writing by:

- (a) Broward County Health Department as to water
improvements;
- (b) Broward County Pollution Control Board as to sewer
improvements;
- (c) South Florida Water Management District and/or any
other drainage district having jurisdiction over
the drainage improvements; and
- (d) The City Engineer as to all improvements.

5. The work to be performed by DEVELOPER, pursuant to the
provisions set forth herein, shall be in accordance with all
requirements of the regulatory agencies having jurisdiction over
the subject matter of this AGREEMENT.

6. DEVELOPER shall install, at his expense and at his cost,
to the CITY, the IMPROVEMENTS as shown on drawings prepared by

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_____ , which drawings, more particularly described as _____, are incorporated by reference herein and made a part of this AGREEMENT.

7. As a condition precedent to issuance of any building permit for the IMPROVEMENTS, DEVELOPER agrees that the contractor, DEVELOPER or otherwise, constructing or installing IMPROVEMENTS shall provide a Certificate of Insurance, to be reviewed and approved in writing by the CITY. That required certificate shall reflect the following described insurance coverages with an insurance company licensed to do business in the State of Florida with a Best's Guide Rating of at least A.XII.

- (a) Workers Compensation Insurance in accord with the laws of Florida.
- (b) Comprehensive General Liability with minimum liability limits of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence for bodily injury and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) per occurrence for property damage. Said coverage shall include:
 - (1) Automobile liability insurance for owned and non-owned automobiles;
 - (2) Completed operations;
 - (3) Broad form contractual liability;
 - (4) broad form property damage;
 - (5) Elimination of the standard exclusion for explosion, collapse, and/or underground hazards. For each policy, the CITY shall be added as an additional NAMED INSURED as its interest may appear.

8. DEVELOPER shall, at his expense, retain the services of a Florida registered engineer(s) to provide the necessary inspections and supervision of the construction work to ensure that the IMPROVEMENTS are, at all times, in compliance with the approved plans and specifications.

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9. DEVELOPER agrees that the City Engineer or his authorized representative(s) shall have full access to the construction and/or installation site(s) to ensure that performance of the referenced work is in accord with approved plans and specifications. Further, DEVELOPER will notify CITY before any construction is begun and at times when inspections will be required. Said notification shall be received by CITY at least twenty-four (24) hours in advance of the time construction is begun or inspections will be made.

10. DEVELOPER agrees to reimburse CITY for expenses associated with said inspections at an agreed-upon sum equal to an hourly rate times a 2.5 multiplier for the time spent on the job by CITY personnel, subject to a three hundred and no/100 dollars (\$300.00) minimum charge.

11. Upon full completion of the referenced IMPROVEMENTS, DEVELOPER agrees to:

- (a) Provide CITY with a Certificate of Compliance from its supervisory engineers, certifying that all work has been completed in accord with approved plans and specifications.
- (b) Submit the referenced certificate to the CITY's Engineer, who, upon receipt, shall review and, if in order, cause a CITY Engineer's "Certificate of Completion" to be issued.

12. Upon issuance of the Certificates of Compliance and Completion from both engineers, DEVELOPER agrees to:

- (a) Execute a Bill of Sale Absolute conveying to CITY all rights, title and interest to the water and sewer improvements constructed and/or installed by DEVELOPER.
- (b) Convey to CITY all utility easements, lot hereto/ON dedicated as required by CITY to provide water and sewer services.
- (c) Furnish to CITY an executed no-liens affidavit stating that all persons, firms or corporations

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REF 1388

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who furnished labor, services, or materials used directly and indirectly in the construction of the water and sewer improvements described in this AGREEMENT have been paid.

- (d) Furnish to CITY a complete set of Mylar reproducible "As Built" plans.
- (e) Furnish to CITY a sworn statement showing the actual individual construction cost on a per improvement basis for the water and sewer improvements constructed or installed pursuant to this AGREEMENT.

13. Upon acceptance of the referenced water and sewer system improvements by CITY, which acceptance shall be by the adoption of a resolution by the CITY's Commission, CITY agrees to provide water and sewer services to DEVELOPER's property, and, subsequent to acceptance, to inspect, repair and maintain the water and sewer improvements.

Said AGREEMENT by the CITY to provide services and to maintain the water and sewer improvements shall, however, be subject to:

- (a) DEVELOPER's guarantee of the water and sewer improvements against defects in materials and/or workmanship for a period of one year from date of acceptance of CITY.
- (b) DEVELOPER's compliance with all municipal ordinances relative to assessment and collection of fees for water and sewer services to be provided for CITY.
- (c) DEVELOPER's and CITY's compliance with all rules and/or regulations promulgated by State or County agencies having jurisdiction over the CITY's water and sewer system which DEVELOPER acknowledges may prohibit CITY from supplying water and/or sewer services to DEVELOPER's property.

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(d) DEVELOPER's performance on the terms and conditions of the companion agreement executed by the parties entitled "Public Utilities Easements Within Private Rights-of-Way". Said AGREEMENT is incorporated by reference as if fully set forth herein.

14. DEVELOPER agrees to indemnify and save harmless the CITY and all its officers, elected or otherwise, and employees from:

(a) Loss or damage to any materials, buildings, equipment, or other property that may be used or employed in the construction and/or installation of the improvements pursuant to the AGREEMENT, or placed on the work site, during the progress of the work;

(b) Any claim submitted to CITY as a result of negligence, failure to complete IMPROVEMENTS or failure to comply with all terms and conditions of this AGREEMENT, or DEVELOPER or DEVELOPER's contractor(s). If said claim is arbitrated or litigated and the CITY is named as a party defendant whether in the principal suite or any third party, derivative or other lawsuit or action involving the same claim or subject matter, DEVELOPER shall hold CITY harmless as to all costs and expenses associated with the arbitration or litigation, including but not limited to:

- (1) Costs;
- (2) Attorneys' fees;
- (3) Attorneys' fees on Appeal;
- (4) Monies paid in settlement of the arbitration or lawsuit; or
- (5) Monies paid to satisfy any judgment obtained therein.

15. DEVELOPER further agrees that the paving and drainage improvements to be constructed pursuant to this AGREEMENT shall

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be inspected, repaired and maintained by DEVELOPER or by any person natural or corporate, taking title to subject property from DEVELOPER subsequent to the execution of this AGREEMENT.


16. The parties intend that this AGREEMENT shall run with the land and be binding upon each and every person taking title to the property, or portion thereof, through DEVELOPER. The parties agree, therefore, that this AGREEMENT shall be recorded in the Public Records of Broward County, Florida, and that DEVELOPER shall be responsible for all recording costs.

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

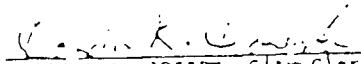
18. The AGREEMENT represents the entire understanding between the parties. There are no representations, understandings or promises other than those expressly set forth above. Modification of this AGREEMENT shall only be by written amendment and effective only upon adoption by the CITY'S Commission.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA


O.S. GIBLER, Mayor

ATTEST:


JORDA K. JOSEPH, City Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Developer's Agreement between the City of Coral Springs and Sample Road-Woodside Corporation in regards to construction and/or installation of water and sewer lines and paving and drainage improvements for Woodside Estates was acknowledged by any...

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REC 14268 PAGE 483

REC 1388 PAGE 149

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ledged before me this 21st day of March, 1935, by
O. B. Geiger, Mayor of the City of Coral Springs and Jonda K.
Joseph, Clerk of the City of Coral Springs.

Stephen R. Sady
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES
MARCH 21, 1936

Sample Road-Woodside Drive Corp.
Roland M. Perazzo, Jr.
Roland M. Perazzo, Jr., President

ATTEST:

[Signature]
Asst. Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing Developer's Agreement between the City of
Coral Springs and Sample Road-Woodside Drive Corporation in
regards to construction and/or installation of water and sewer
lines and paving and drainage improvements for Woodside Estates
was acknowledged before me this 21st day of March,
1935, by Roland M. Perazzo, Jr., President of Sample Road-Woodside Drive
Corporation and Howard R. Foxhaw, Assistant Secretary.

U. S. Sady
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION EXPIRES
MARCH 21, 1936

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A portion of the South one-half (S. 1/2) of Section 14, Township 48 South, Range 17 West, more particularly described as follows:

BEGIN at the Southwest corner of Lot 1, Block A, "THE DELLS ADDITION", according to the plat thereof, as recorded in Plat Book 69, Page 17, of the Public Records of Broward County, Florida; thence North 89° 48' 21" East along the South boundary line of said plat, 1,456.47 feet to the Southeast corner of Lot 13, Block A, of said plat; thence South 88° 58' 45" East along the West right-of-way line of Sunshine Drainage District Canal "A", as recorded in Official Record Book 1243, Page 175, of the Public Records of Broward County, Florida, 1,719.79 feet to the Northeast corner of Lot 17, Block C, WOODSIDE VILLAGE SECTION ONE, according to the Plat thereof, as recorded in Plat Book 92, Page 17, of the Public Records of Broward County, Florida; thence South 58° 40' 12" West, 173.99 feet; thence North 41° 25' 18" West, 53.98 feet; thence North 48° 34' 58" East, 50.16 feet; thence Northwesterly along the arc of a tangent curve, being concave to the thence tangent to said curve South 68° 04' 40" West, 172.13 feet to a point on the westerly boundary of Woodside Boulevard (designated Parcel "A" in the plat thereof, as shown on said plat) the last five (5) courses described being coincident with the most northerly boundary of said plat; thence South 26° 51' 46" East, 17.75 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 17.62 feet, a delta of 33° 22' 22", an arc distance of 33.78 feet to a point of reverse curvature; thence southerly along the arc of said curve, being concave to the East, having a radius of 750.94 feet, a delta of 33° 22' 22", an arc distance of 57.43 feet; thence tangent to said curve South 85° 47' 01" East, 181.53 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 187.56 feet, a delta of 71° 46' 00", an arc distance of 64.41 feet; thence tangent to said curve South 15° 58' 59" West, 133.72 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 17.03 feet, a delta of 16° 37' 50", an arc distance of 51.88 feet; thence tangent to said curve South 16° 36' 43" West, 113.05 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 73.41 feet, a delta of 38° 34' 00", an arc distance of 41.33 feet; thence tangent to said curve South 85° 06' 43" West, 54.72 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 73.38 feet, a delta of 36° 01' 00", an arc distance of 59.15 feet; thence tangent to said curve North 58° 52' 11" West, 139.57 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 1,415.88 feet, a delta of 86° 48' 28", an arc distance of 168.33 feet to a point of reverse curvature; thence Northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 93.19 feet, a delta of 35° 00' 00", an arc distance of 47.57 feet; thence tangent to said curve South 88° 48' 09" West, 116.38 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 157.72 feet, a delta of 38° 00' 00", an arc distance of 38.86 feet; thence tangent to said curve South 81° 55' 28" West, 27.93 feet; thence North 00° 04' 12" West, 12.50 feet; thence South 19° 55' 21" West, 109.27 feet to Reference Point "A"; thence North 88° 07' 36" West, (the last twenty (20) courses described being coincident with the westerly and northerly boundary of Woodside Boulevard, designated Parcel "A" on said plat) thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2,242.66 feet, a delta of 12° 39' 05", an arc distance of 497.76 feet; thence North 14° 31' 39" West, 287.36 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 7,728.89 feet, a delta of 14° 47' 01", an arc distance of 781.91 feet; thence tangent to said curve North 02° 15' 39" West, 57.55 feet to the Point of Beginning (I.R.W. 78th Avenue), COAL SPRINGS SUBDIVISION NO. 7, according to the plat thereof, as recorded in Plat Book 59, Page 13, of the Public Records of Broward County, Florida).

TOGETHER WITH:

COMMENCE at STREETS Reference Point "A"; thence southerly along the arc of a curve, being concave to the East, having a radius of 3,110.00 feet, a delta of 88° 54' 25", an arc distance of 50.02 feet to the POINT OF BEGINNING; thence North 19° 55' 28" East, 119.57 feet; thence North 00° 04' 12" West, 12.50 feet; thence North 88° 07' 36" East, 17.93 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 147.88 feet, a delta of 21° 03' 19", an arc distance of 33.23 feet to a point of reverse curvature; thence Northwesterly along the arc of said curve, being concave to the Southeast, having a radius of 132.74 feet, a delta of 20° 00' 00", an arc distance of 16.31 feet; thence tangent to said curve North 41° 48' 01" East, 196.58 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 74.19 feet, a delta of 33° 09' 09", an arc distance of 33.50 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1,478.48 feet, a delta of 86° 48' 28", an arc distance of 171.26 feet; thence tangent to said curve South 88° 48' 09" East, 139.57 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 104.78 feet, a delta of 36° 01' 00", an arc distance of 65.87 feet; thence tangent to said curve North 35° 05' 49" East, 54.72 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 98.43 feet, a delta of 34° 00' 00", an arc distance of 16.11 feet; thence tangent to said curve North 14° 31' 39" East, 275.93 feet; thence South 81° 55' 28" West, 27.93 feet to a point on the North right-of-way line of Sunshine Drainage District Canal "A", as recorded in Official Record Book 1243, Page 175, of the Public Records of Broward County, Florida; thence Northwesterly along the arc of a tangent curve, being coincident with the westerly boundary of said plat; thence South 26° 51' 46" East, 17.75 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 17.62 feet, a delta of 33° 22' 22", an arc distance of 33.78 feet to a point of reverse curvature; thence southerly along the arc of said curve, being concave to the East, having a radius of 750.94 feet, a delta of 33° 22' 22", an arc distance of 57.43 feet; thence tangent to said curve South 85° 47' 01" East, 181.53 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 187.56 feet, a delta of 71° 46' 00", an arc distance of 64.41 feet; thence tangent to said curve South 15° 58' 59" West, 133.72 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 17.03 feet, a delta of 16° 37' 50", an arc distance of 51.88 feet; thence tangent to said curve South 16° 36' 43" West, 113.05 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 73.41 feet, a delta of 38° 34' 00", an arc distance of 41.33 feet; thence tangent to said curve South 85° 06' 43" West, 54.72 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 73.38 feet, a delta of 36° 01' 00", an arc distance of 59.15 feet; thence tangent to said curve North 58° 52' 11" West, 139.57 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 1,415.88 feet, a delta of 86° 48' 28", an arc distance of 168.33 feet to a point of reverse curvature; thence Northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 93.19 feet, a delta of 35° 00' 00", an arc distance of 47.57 feet; thence tangent to said curve South 88° 48' 09" West, 116.38 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 157.72 feet, a delta of 38° 00' 00", an arc distance of 38.86 feet; thence tangent to said curve South 81° 55' 28" West, 27.93 feet; thence North 00° 04' 12" West, 12.50 feet; thence South 19° 55' 21" West, 109.27 feet to Reference Point "A"; thence North 88° 07' 36" West, (the last twenty (20) courses described being coincident with the westerly and northerly boundary of Woodside Boulevard, designated Parcel "A" on said plat) thence southeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2,242.66 feet, a delta of 12° 39' 05", an arc distance of 497.76 feet; thence North 14° 31' 39" West, 287.36 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 7,728.89 feet, a delta of 14° 47' 01", an arc distance of 781.91 feet; thence tangent to said curve North 02° 15' 39" West, 57.55 feet to the Point of Beginning (I.R.W. 78th Avenue), COAL SPRINGS SUBDIVISION NO. 7, according to the plat thereof, as recorded in Plat Book 59, Page 13, of the Public Records of Broward County, Florida).

TOGETHER WITH:

Woodside Village Section One" as recorded in Plat Book 77, Page 14 of the Public Records of Broward County, Florida.

That portion of Sunshine Drainage District Canal "A", as recorded in Official Record Book 1243, Page 175, of the Public Records of Broward County, Florida, 1,719.79 feet to the Northeast corner of Lot 17, Block C, WOODSIDE VILLAGE SECTION ONE, according to the Plat thereof, as recorded in Plat Book 92, Page 17, of the Public Records of Broward County, Florida.

All of said lands lying in the City of Coral Springs, Broward County, Florida.

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AGREEMENT

PUBLIC UTILITY EASEMENTS WITHIN PRIVATE RIGHTS-OF-WAY

THIS AGREEMENT, made and entered into this 26th day of March, 1985, by and between:

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

and

WOODSIDE ESTATES
SAMPLE ROAD - WOODSIDE DRIVE CORPORATION,
A Florida Corporation
(hereinafter referred to as "DEVELOPER")

WITNESSETH:

WHEREAS, DEVELOPER owns certain real property, known as Woodside Estates located within the municipal limits of the City of Coral Springs; and

WHEREAS, DEVELOPER has submitted a plat for said lands to the City of Coral Springs and received final plat approval from the City Commission on May 21, 1985, subject to certain conditions; and

WHEREAS, DEVELOPER and CITY have reached a separate and companion agreement on the rights and responsibilities for construction of water, sewer, paving and drainage improvements; and

WHEREAS, DEVELOPER has dedicated the streets in the Woodside Estates Plat as private streets to be operated, inspected, repaired and maintained by DEVELOPER, his heirs or assigns; and

WHEREAS, the CITY, pursuant to this AGREEMENT with DEVELOPER, will provide water and sewer services to the subdivision through public utility easements located within the private rights-of-way; and

WHEREAS, CITY must be assured that certain types of activities on, over, under or within the CITY easements do not adversely affect the CITY's water and sewer system;

CERTIFICATION

I certify this to be a true and correct copy of the official record of the City of Coral Springs recorded in my office as City Clerk. WITNESSETH, my hand and official seal of the City of Coral Springs, Florida, this 31st day of March 1985.



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*Martrian & Crightman
2750 F.W. Hwy
Ft. Lauderdale, FL 33306*

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OFF 13881 PAGE 7

EXHIBIT F

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NOW, THEREFORE, for and in consideration of mutual covenants
and undertakings, and for other good and valuable consideration,
and after good faith, arms length negotiations, the parties cove-
nant and agree each with the other as follows:

1. DEVELOPER represents and warrants that it is the fee
simple owner of certain real property known as the Woodside
Estates Subdivision located within the municipal limits of the
City of Coral Springs.

See Exhibit "A" attached hereto and made a part hereof

2. DEVELOPER desires and has agreed to be responsible for
the operation and maintenance of the private streets, drainage
systems, roadway shoulders and recovery areas within the Woodside
Estates Subdivision.

3. DEVELOPER, having undertaken private rights-of-way,
shall be responsible for all roadway inspection, repair and main-
tenance including but not limited to "routine maintenance" and
"periodic maintenance" as these terms are now defined in
P.S. 334.03, as if those terms were also applicable to private
roads.

4. DEVELOPER acknowledges and agrees that CITY has an
interest in activities on, over, under or within the public util-
ity easements located within DEVELOPER's private rights-of-way.

5. DEVELOPER agrees that no resurfacing, grading, con-
struction, repair, reconstruction or excavation on, over, under
or within the CITY's easements shall be undertaken without prior
approval of plans by the CITY and then only with proper inspec-
tions and supervision by the CITY's Engineering Department.

DEVELOPER shall reimburse CITY for expenses associated with said
inspections at an agreed-upon sum equal to an hourly rate times a
2.5 multiplier for the time spent on the job by CITY personnel.

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6. As a condition precedent to issuance of any building permit for the above referenced activities, DEVELOPER agrees that the Contractor, DEVELOPER or otherwise, constructing or installing any improvements, shall provide a Certificate of Insurance to be received and approved in writing by CITY. That required certificate shall reflect the following described insurance coverages with an insurance company licensed to do business in the State of Florida with a Best's Guide Rating of at least A XII.

- (a) Worker's Compensation Insurance in accordance with the laws of Florida;
- (b) Comprehensive General Liability with minimum liability limits of Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence for bodily injury and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per occurrence for property damage. Said coverage shall include:
 - (1) automobile liability insurance for owned and non-owned automobiles;
 - (2) completed operations;
 - (3) broad form contractual liability;
 - (4) broad form property damage; and
 - (5) elimination of the standard exclusion for explosion, collapse and/or underground hazards.

For each policy, the CITY shall be added as an additional named insured as its interests may appear.

DEVELOPER agrees to indemnify and save harmless the CITY and all of its officers, elected or otherwise, and employees from:

- (a) loss or damage to any materials, buildings, equipment or other property that may be used or employed in the construction and/or installation of improvements pursuant to this AGREEMENT, or placed on the work site during the progress of the work; and

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- (b) any claim submitted to CITY as a result of negligence, failure to complete improvements anticipated by the AGREEMENT or failure to comply with all terms and conditions of the AGREEMENT by DEVELOPER or any contractor retained by DEVELOPER. If said claim is arbitrated or litigated and the CITY is named as a defendant whether, in the principal suit or any third party, derivative or other lawsuit or action involving the same claim or subject matter, DEVELOPER shall hold the CITY harmless as to all costs and expenses associated with the arbitration or litigation, including but not limited to:
- (1) Costs;
 - (2) Attorneys' fees;
 - (3) Attorneys' fees on Appeal;
 - (4) Monies paid in settlement of the arbitration or lawsuit; or
 - (5) Monies paid to satisfy any Judgment obtained therein.

8. DEVELOPER agrees that CITY shall not be responsible for exceptional expenses associated with restoration of the roadway due to reconstruction or repair of its water and sewer systems. Restoration, at CITY's expense, shall be to the same standard as made elsewhere in the CITY. However, DEVELOPER may provide for replacement of bomanite, concrete block, or other non-standard features at his own expense.

9. DEVELOPER, having undertaken private rights-of-way shall assume responsibility for streetlighting. Where DEVELOPER elects to install streetlighting, DEVELOPER shall assume all inspections, maintenance, repair and energy costs.

10. DEVELOPER, having undertaken private rights-of-way shall assume responsibility for traffic control devices. Where DEVELOPER elects to install any traffic control devices, DEVELOPER shall also provide notice to any heirs or assigns.

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REC 1720 CIVIL 702

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these devices are not official traffic control devices and that Florida law restricts the Coral Springs Police Department from traffic enforcement actions relative to such signage.

11. DEVELOPER shall assign all of the terms, conditions and obligations of this AGREEMENT to the Woodside Estates Homeowners' Association, Inc., a Florida corporation, not-for-profit or any other heirs or assigns as their interest in the land might arise. Assignee shall be responsible for fulfilling all of the terms, conditions and obligations set forth herein as if assignee were an original party to this AGREEMENT.

12. DEVELOPER agrees that every purchaser who takes title to the subject property, or any portion thereof, shall be notified by including a provision in the Contract of Sale that the roadway, drainage and streetlighting improvements shall be the responsibility of the owners of said property, and that CITY shall be held harmless for any and all inspections, maintenance, repairs or operational costs.

13. The parties intend that this AGREEMENT shall run with the land and be binding upon each and every person taking title to the property, or any portion thereof, through DEVELOPER. The parties agree; therefore, that this document shall be recorded in the Public Records of Broward County, Florida, and that DEVELOPER shall be responsible for all recording costs.

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

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

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attested upon
conditions and

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IN WITNESS WHEREOF, the Parties hereto have caused these
instruments to be executed the day and year first-above written.

CITY OF CORAL SPRINGS, FLORIDA

O. B. Geiger
O. B. GEIGER, Mayor

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

This foregoing Developer's Agreement between the City of
Coral Springs and Sample Road-Woodside Drive Corporation,
regarding Public Utility Easements Within Private Right-of-Way
for Woodside Estates was acknowledged before me this 26th day
of March, 1988, by O.B. GEIGER, Mayor of the City of Coral
Springs and JONDA K. JOSEPH, Clerk of the City of Coral Springs.

Aylwin L. Steady
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 22, 1988
BROWARD COUNTY GENERAL REG. NO.

SAMPLE ROAD-WOODSIDE DRIVE CORP.
Roland M. Paracca, Jr.
Roland M. Paracca, Jr. - President

ATTEST:
Howard M. ...
Secretary

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

This foregoing Developer's Agreement between the City of
Coral Springs and Sample Road-Woodside Drive Corporation,
regarding Public Utility Easements Within Private Right-of-Way
for Woodside Estates was acknowledged before me this 25th day of
March, 1988, by Roland M. Paracca, Jr., President of Sample Road-
Woodside Drive Corporation, and his Asst. Secretary Howard M. ...

Thomas M. ...
Notary Public

My Commission Expires:

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REC 14200 PAGE 177

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EXHIBIT 'A'

A portion of the South one-half (S. 1/2) of Section 14, Township 48 South, Range 41 East,
more particularly described as follows:

BEGIN at the Southwest corner of Lot 1, Block 1, "THE HILLS ADDITION", according to the plat thereof, as recorded in Plat Book 89, Page 17, of the Public Records of Broward County, Florida; thence North 88° 44' 31" East along the South boundary line of said plat, 1,456.17 feet to the Southeast corner of Lot 17, Block 9, of said plat; thence South 88° 53' 41" East along the West right-of-way line of Sunshine Drainage District Canal "A", as recorded in Official Records Book 3240, Page 725, of the Public Records of Broward County, Florida, 1,315.79 feet to the Northeast corner of Lot 19, Block C, WOODSIDE VILLAGE SECTION ONE, as recorded in Plat Book 92, Page 14, of the Public Records of Broward County, Florida; thence South 78° 46' 12" West, 173.90 feet; thence South 41° 35' 10" West, 53.00 feet; thence North 43° 31' 50" West, 50.16 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 80.59 feet, a delta of 63° 20' 30", an arc distance of 89.89 feet; thence tangent to said curve South 68° 40' West, 172.12 feet to a point on the westerly boundary of Woodside Boulevard (designated Parcel "A" ingress & egress easement), as shown on said plat (the last five (5) courses described being coincident with the most northerly boundary of said plat); thence South 76° 51' 46" East, 17.75 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 37.62 feet, a delta of 33° 03' 00", an arc distance of 33.74 feet to a point of reverse curvature; thence southerly along the arc of a tangent curve, being concave to the East, having a radius of 250.94 feet, a delta of 11° 58' 15", an arc distance of 52.43 feet; thence tangent to said curve South 05° 47' 01" East, 191.09 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 149.54 feet, a delta of 21° 46' 00", an arc distance of 64.41 feet; thence tangent to said curve South 15° 51' 59" West, 133.73 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 97.03 feet, a delta of 30° 37' 50", an arc distance of 51.89 feet; thence tangent to said curve South 46° 36' 49" West, 113.05 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 77.41 feet, a delta of 38° 30' 00", an arc distance of 49.33 feet; thence tangent to said curve South 85° 06' 49" West, 54.72 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 79.78 feet, a delta of 36° 01' 00", an arc distance of 50.13 feet; thence tangent to said curve North 58° 52' 11" West, 139.57 feet; thence Northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 1,445.61 feet, a delta of 06° 40' 20", an arc distance of 168.33 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 99.11 feet, a delta of 33° 00' 00", an arc distance of 67.52 feet; thence tangent to said curve, South 88° 48' 09" West, 164.58 feet; thence southwesterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 157.74 feet, a delta of 30° 00' 00", an arc distance of 53.06 feet to a point of reverse curvature; thence southwesterly along the arc of a said curve, being concave to the Northwest, having a radius of 174.44 feet, a delta of 31° 07' 19", an arc distance of 41.03 feet; thence tangent to said curve South 19° 53' 21" West, 27.93 feet; thence North 00° 04' 33" West, 12.50 feet; thence South 88° 55' 28" West, 109.27 feet to Reference Point "A"; said point being a point on the arc of a non-tangent curve (radial line through said point bears North 88° 07' 36" West) (the last twenty (20) courses described being coincident with the westerly and northerly boundary of Woodside Boulevard, designated Parcel "A" & "B", ingress & egress easement, as shown on said plat WOODSIDE VILLAGE SECTION ONE); thence northwesterly along the arc of said curve, being concave to the southeast, having a radius of 3,160.00 feet, a delta of 12° 39' 05", an arc distance of 497.75 feet; thence North 14° 11' 23" East, 227.22 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 2,770.00 feet, a delta of 14° 47' 08", an arc distance of 701.91 feet; thence tangent to said curve North 00° 15' 39" West, 52.31 feet to the POINT OF BEGINNING (the last four (4) courses described being coincident with the East right-of-way line of Woodside Drive, (N.W. 18th Avenue), CORAL SPRINGS SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 53, Page 30, of the Public Records of Broward County, Florida).

TOGETHER WITH:

COMMENCE at aforesaid Reference Point "A"; thence southerly along the arc of a curve, being concave to the East, having a radius of 3,160.00 feet, a delta of 00° 54' 25", an arc distance of 50.03 feet to the POINT OF BEGINNING; thence North 88° 55' 28" East, 110.57 feet; thence North 00° 04' 33" West, 12.50 feet; thence South 88° 55' 28" West, 109.27 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 149.86 feet, a delta of 21° 07' 19", an arc distance of 55.25 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, being concave to the Southeast, having a radius of 132.74 feet, a delta of 20° 00' 00", an arc distance of 44.34 feet; thence tangent to said curve North 14° 41' 09" East, 396.58 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 74.19 feet, a delta of 33° 00' 00", an arc distance of 50.50 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1,470.68 feet, a delta of 06° 40' 20", an arc distance of 171.36 feet; thence tangent to said curve South 58° 52' 11" East, 139.57 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 104.78 feet, a delta of 36° 01' 00", an arc distance of 45.87 feet; thence tangent to said curve North 45° 06' 49" East, 54.72 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 98.41 feet, a delta of 38° 30' 00", an arc distance of 64.13 feet; thence tangent to said curve North 46° 36' 49" East, 113.05 feet; thence South 64° 29' 45" East, 245.32 feet; thence South 07° 30' 13" West, 275.06 feet to a point on the North right-of-way line of Sunshine Drainage District Canal "C", as recorded in Official Records Book 3240, Page 725, of the Public Records of Broward County, Florida; thence East fifteen (15) courses described being coincident with the southern boundary of the aforesaid plat WOODSIDE VILLAGE SECTION ONE; thence North 88° 28' 45" West, 1,114.26 feet to a point on the East right-of-way line of a proposed Woodside Drive (N.W. 18th Avenue); thence North 00° 06' 00" East along said right-of-way line 350.90 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 3,160.00 feet, a delta of 00° 11' 59", an arc distance of 47.78 feet to the POINT OF BEGINNING.

TOGETHER WITH:

"Woodside Village Section One" as recorded in Plat Book 92, Page 14, of the Public Records of Broward County, Florida.

LESS:

This portion of Sunshine Drainage District Canal "B", as described in Official Records Book 3240, Page 708, of the Public Records of Broward County, Florida.

All of said lands lying in the City of Coral Springs, Broward County, Florida.

F. T. JOHNSON,
COUNTY ADMINISTRATOR

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