

**CERTIFICATE OF RECORDING
AMENDED AND RESTATED REVIVED DECLARATION OF RESTRICTIONS
MAINLANDS OF TAMARAC LAKES, FIFTH SECTION & SECTION 5A
and
AMENDED AND RESTATED BYLAWS OF MAINLANDS FIVE, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Revived Declaration of Restrictions and Amended and Restated Bylaws of Mainlands Five, Inc., were duly adopted by the Membership of Mainlands Five, Inc., in accordance with all statutory and documentary requirements, and which hereby amend and restate the Revived Declaration of Mainlands of Tamarac Lakes, Fifth Section & Section 5A, and Amended and Restated Bylaws of Mainlands Five, Inc., as recorded at **Official Records Book 47045 at Page 1545** of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of Nov, 2013.

WITNESSES

Sign Sybil L. Burgess
Print SYBIL L. BURGESS

By: Michael Taylor
Michael Taylor
Title: President

Sign Margaret Taylor
Print MARGARET TAYLOR

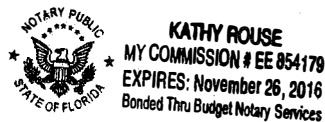
STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 13 day of Nov, 2013, by **Michael Taylor**, as President Mainlands Five, Inc., a Florida not-for-profit corporation.

Personally Known
 Produced Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign: Kathy Rouse
Print: Kathy Rouse
My commission expires: 11/26/2016





**MAINLANDS FIVE, INC.
AMENDED
AND
RESTATED
DECLARATION
OF
RESTRICTIONS**

REVISED 2013

AMENDED AMD RESTATED REVIVED
DECLARATION OF RESTRICTIONS
TABLE OF CONTENTS

RECITAL.....	Page #1
ARTICLE I	DEFINITIONSPage #4
ARTICLE II	RESIDENTIAL USE; HEIGHT AND OUTBUILDINGS.... Page #4
ARTICLE III	LAWNS AND LANDSCAPING AND OTHER USES. Page #5
A	Yard Areas Page #5
B	Driveways or Parking Strips Page #5
C	Parking - Vehicles, Boats and/or Trailers Page #6
D	Fences and Hedges Page #6
E	Clothes Drying Page #6
F	Trash Containers Page #6
G	Signs Page #7
H	Antennas Page #7
I	Awnings Page #8
J	Improper Use, Noise and Nuisance Page #8
K	Household Domestic Animals, Handling and Restrictions Page #8
ARTICLE IV:	AGE LIMITATION ON PERMANENT RESIDENTS VISITATION RESTRICTIONS FOR CHILDREN, SCREENING COMMITTEE, OWNER'S RESPONSIBILITY AND RENTAL RESTRICTIONS.....Page #8
A	Age Limitation on Permanent Residents Page #8
B	Visitation Restrictions for Children or Persons under eighteen (18) Page #9
C	Screening Committee Page #9
D	Owner's Responsibility in Sale, Rent or Lease of Home and Taking of Census Page #10
E	Rental Restrictions Page #11
F	Denial for Cause Page #11
ARTICLE V:	RESERVATIONS FOR LAWN, SPRINKLER SYSTEM, EXTERIOR BUILDING MAINTENANCE AND LIABILITY LIENSPage #13
A	Sprinkler System Page #13
B	Lawn Maintenance and Spraying Page #13
C	Exterior Building Maintenance Page #13
D	Architectural Control Page #14
E	Liability Liens Page #14

ARTICLE VI:	RECREATION FACILITIES: OPERATION AND MAINTENANCE; LIEN FOR COSTS, ETC.....	Page #14
ARTICLE VII:	RECREATION LAND LEASE; LIABILITY FOR; ASSIGNMENT LIEN, ETC.....	Page #16
ARTICLE VIII:	MAINLANDS FIVE, INC., PURPOSE, POWERS.....	Page #18
	A Purpose	Page #18
	B Powers, Assessments and Liens	Page #19
ARTICLE IX:	ENFORCEMENT	Page #21
	A. Legal Provisions for Enforcement	Page #21
	B. Recovery of Costs of Enforcement	Page #21
ARTICLE X:	INVALIDITY CLAUSE.....	Page #21
ARTICLE XI:	DURATION OF EXISTENCE AND AMENDMENTS	Page #22
ARTICLE XII	APPLICABLE LAW	Page #22

**AMENDED AND RESTATED REVIVED
DECLARATION OF RESTRICTIONS**

THIS AMENDED and RESTATED REVIVED DECLARATION OF RESTRICTIONS is made and dated this 12th day of November, 2013, by MAINLANDS FIVE, INC., on behalf of the record owners of certain Lots located in the City of Tamarac, County of Broward, State of Florida, being more particularly described as:

THE MAINLANDS OF TAMARAC LAKES FIFTH SECTION, according to the plat thereof recorded in Plat Book 65, Page 39, of the Public Records of Broward County, Florida; and

The following described tract of land situate, lying and being in Broward County, Florida, to be hereafter platted as the MAINLANDS OF TAMARAC LAKES, SECTION 5A.

A portion of Tracts 2, 6, 7 and 8, Section 13, Township 49 South, Range 41 East, Broward County Florida, according to the plat of FORT LAUDERDALE TRUCK FARMS SUBDIVISION as recorded in Plat Book 4, page 31 of the Public Records of Broward County, Florida, more particularly described as follows:

Commence at the Southeast corner of Tract 6; thence N.89°15'42"W., along the North line thereof, 52.24 feet to the Point of Beginning of this description; thence continue N.89°15'42"W., along the last described line, 520.46 feet to a point; thence N.38°17'30"E., 272.52 feet to the Point of Curvature of a circular curve to the right; thence Northeasterly, along the arc of said curve to the right, having a radius of 2697 feet, an arc distance of 340.89 feet to a point; thence N.38°33'14"W., 415.42 feet to a point; thence N.38°17'30"E., 942.74 feet to a point; thence S.38°33'14"E., 92.31 feet to the Point of Curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 507.08 feet, an arc distance of 105.63 feet to a Point of Reverse Curve; thence continue Southeasterly along the arc of a circular curve to the right, having a radius of 742 feet, an arc distance of 154.56 feet to a point; thence S.38°33'14"E., 1472.35 feet to a point; thence S.51°26'46"W., 55 feet to the Point of Curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 145 feet, an arc distance of 99.44 feet to a point; thence N.89°15'42"W., 220.70 feet to the Point of Curvature of a circular curve to the left; thence Southwesterly, along the arc of said curve, having a radius of 290 feet, an arc distance of 220.70 feet to the Point of Beginning.

Less the following described parcel:

A portion of Tracts 2, 6 and 7 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, Township 49 South, Range 41 East, Broward County, Florida, according to the plat thereof recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Tract 6; thence N.89°15'42"W., along the North line thereof, 572.70 feet to a point; thence N.38°17'30"E., 272.52 feet to the Point of Curvature of a circular curve to the right; thence Northeasterly, along the arc of said curve to the right, having a radius of 2697 feet, an arc distance of 340.89 feet to a point; thence N.38°33'14"W., 415.42 feet to a point; thence N.38°17'30"E., 477.53 feet to the Point of Beginning of this description; thence continue N.38°17'30"E., 444.67 feet to a point; thence S.38°33'14"E., 87.63 feet to the Point of Curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 518.08 feet, an arc distance of 76.35 feet to a Point of Reverse Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 37.68 feet to the Point of Tangency of said curve; thence S.39°30'42"W., 198.74 feet to a point; thence Southwesterly along the arc of a circular curve to the right, having a radius of 500 feet, an arc distance of 77.27 feet to a Point of Compound Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 41.11 feet to the Point of Tangency of said curve; thence S.51°26'46"W., 185.98 feet to the Point of Curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 25 feet, an arc distance of 30.27 feet to the Point of Tangency of said curve; thence N.33°33'14"W., 209.74 feet to the Point of Beginning.

WHEREAS, BEHRING PROPERTIES, INC., a Florida corporation, the original developer, heretofore recorded covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 3779, at Page 676, of the Public Records of Broward County, Florida (hereinafter defined as "Previous Declaration");

WHEREAS, MAINLANDS FIVE, INC., (hereinafter referred to "Association") was formed for the purpose of maintaining, repairing, and replacing the common property within the above-referenced parcels, in addition to administering and enforcing the terms of the Previous Declaration;

WHEREAS, the Association is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida;

WHEREAS, said covenants and restrictions have been extinguished as to some of the Lots by operation of the Florida Marketable Record Title Act, Florida Statutes Chapter 712, and no longer operate to bind certain Lots within the above-referenced parcels;

WHEREAS, The Organizing Committee for the Mainlands of Tamarac Lakes, Fifth Section, and the Mainlands of Tamarac Lakes, Section 5A, consisting of:

Michael Taylor
4952 NW 48th Avenue
Tamarac, Florida 33319
(954) 486-0136

Sybil Burgess
4951 NW 48th Avenue
Tamarac, Florida 33319
954-733-0301

Margaret Taylor
4952 NW 48th Avenue
Tamarac, Florida 33319
954-486-0136

Edward Shea
4707 NW 50th Street
Tamarac, Florida 33319
(954) 484-6196

submitted the covenants, restrictions, reservations and servitudes of Mainlands of Tamarac Lakes, Fifth Section, and the Mainlands of Tamarac Lakes, Section 5A, for revival pursuant to Section 720.403 et. seq., Florida Statutes;

WHEREAS, this Revived Declaration governed only the lots which were originally encumbered by the Previous Declaration and did not contain covenants that were more restrictive on the parcel owners than the covenants contained in the Previous Declaration and all Amendments thereto, except as otherwise provided by Florida Statutes Section 720.404(3);

WHEREAS, in accordance with the requisite voting interests of the parcel owners under this Revived Declaration, the Membership of the Association wish to amend and restate the Revived Declaration as more fully set forth herein;

NOW THEREFORE, this Amended and Restated Revived Declaration hereinafter set out shall be applicable to all lots in Mainlands of Tamarac Lakes, Fifth Section, and the Mainlands of Tamarac Lakes, Section 5A, as shown on Exhibit "D" attached hereto and made a part hereof, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect unless by vote of the owners of a majority of the residential parcels the same are terminated.

ARTICLE I: DEFINITIONS

The following words, when used herein, shall have the following meaning:

- a. **Association** - Shall mean and refer to MAINLANDS FIVE, INC., a Florida corporation, not-for-profit.
- b. **Behring Properties, Inc., its successors and assigns** - shall mean and refer to MAINLANDS FIVE, INC., as to any rights of enforcement of this Declaration of Restrictions granted to Behring Properties, Inc., its successors and assigns.
- c. **Owner** - Shall mean and refer to the record title owner, whether one or more persons or entities, of a fee simple title to any of the platted lands located within MAINLANDS SECTION FIVE.
- d. **Lots** - Shall mean and refer to any platted or residential lot located within MAINLANDS OF TAMARAC LAKES FIFTH SECTION and THE MAINLANDS OF TAMARAC LAKES SECTION 5A.
- e. **Mainlands Section Five** - Shall mean and refer to all of the property contained within the legal description set forth in the introduction of this Declaration of Restrictions.
- f. **Board** - Shall mean and refer to the Board of Directors of Mainlands Five, Inc.
- g. **Governing Documents** - Shall mean and refer to this Declaration of Restrictions and/or the Constitution, Bylaws and Rules and Regulations of Mainlands Five, Inc.

ARTICLE II: RESIDENTIAL USE; HEIGHT AND OUTBUILDINGS

- A. All lots in the plat of THE MAINLANDS OF TAMARAC LAKES FIFTH SECTION and all lots in the plat of THE MAINLANDS OF TAMARAC LAKES SECTION 5A, and all lots enlarged or recreated by the shifting of location of side property lines, are restricted to the use of a single family. For the purpose of this restriction, a "single family" shall be defined as, the owner or approved tenant, his or her immediate family consisting of parents, grandparents, children and/or grandchildren, or not more than four (4) unrelated persons living as a single housekeeping unit. The overnight occupancy, by a licensed medical care giver duly approved by the Board, shall be considered a part of a single family

occupancy. No manufacturing, commercial enterprise, business activity of any kind, or practice of any profession or trade shall be conducted or maintained within or upon any residential lot or dwelling. However, that nothing herein contained shall be construed to prohibit a lot owner from hiring contractors or other service personnel to perform repairs, maintenance, installation and alterations within his or her home or to the exterior of his or her home. It is the intent hereof that no lot or structure within the aforescribed lands shall be used in connection with any non-residential purpose, temporarily or permanently. Occupancy of any residence shall be limited to a maximum of 4 permanent residents.

- B. Only one residence building may be built on one lot. No dwelling within shall be in excess of one story in height. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the Board. No structures of a temporary character, trailer, tent or shed of any nature may be placed upon any lot and no detached or wall extension structure may be built or placed on any lot for the purpose of providing storage without obtaining prior written approval of the Board.

ARTICLE III: LAWNS AND LANDSCAPING AND OTHER USES

A. Yard Areas

All front grassed and kept as a lawn which shall extend to the pavement line in connection with front yards, and the rear property line in connection with rear yards. A "front yard area" is hereby defined as the yard area of a lot from the front building wall and a line extension thereof to the side lot lines to the pavement line in the front of the lot. A "rear yard area" is hereby defined as the yard area of a lot from the rear building wall and a line extension thereof to the side lot lines to the property line in the rear of the lot. Corner lots shall have two front yard areas for the purposes of this Paragraph (A), one on the front of the lot and the second on the yard adjacent to the intersection thoroughfare.

B. Driveways or Parking Strips

All driveways shall be poured reinforced concrete, uninterrupted from side to side. No graveled, black-topped or paved parking areas or concrete-ribbon driveways are permitted except as previously approved in writing by the Board. Driveways are limited to the front of the homes and may not be divided.

C. **Parking - Vehicles, Boats and/or Trailers**

1. Vehicle parking is restricted to only the paved area of the lot. The overnight parking of any kind of vehicle upon the public right of way is prohibited. Only passenger cars, passenger vans, mopeds, golf carts, conversion vans and motorized units for physically impaired are permitted. Pickup trucks and panel vans are permitted only if: (1) rated at 3/4 ton or less; (2) have no business signs or other lettering; (3) have no frames or facilities for carrying ladders, pipes, cranes or other mechanical devices; (4) carry no visible machinery, tools, tool boxes, construction or repair equipment or supplies. No commercial vehicles of any type shall be parked overnight within Mainlands Section Five. For the purpose of this provision a "commercial vehicle" is one which contains any outside lettering (other than that placed by the manufacturer identifying the vehicle manufacturer and vehicle style) or any visible equipment or other indication of a commercial use. The Board shall make the determination if a vehicle falls within one which is prohibited, which determination shall be final.
2. Banned vehicles include, but are not limited to motorcycles, boats and boat trailers, all recreational vehicles, class A, B and C, all campers, trailers, commercial vehicles and trucks. There may be no overnight parking of vehicles of any kind upon recreational property including, but not limited to, the parking area close to and/or adjacent to the Clubhouse without the prior written permission of the Board. All vehicles parked in violation of these provisions shall be towed away at the expense of the owner. An exception is granted to commercial and recreational vehicles while loading and unloading.

D. **Fences and Hedges**

No fence, wall or hedge of any type shall be constructed or planted on any lot, so as to constitute a property boundary.

E. **Clothes Drying.**

Outdoor clothes drying activities are hereby restricted to the rear yards and, in the case of corner lots, to that portion of the rear yards thereof which is more than twenty-five (25) feet from the street right-of-way. All laundry shall be removed within a reasonable length of time after drying. All clothes lines or clothes poles shall not be permanent and shall be retracted or removed when not being used.

F. **Trash Containers**

All collectible garbage should be in trash containers equipped with lids to avoid damage by rodents, ducks, etc. No trash or garbage containers can be put out for pick up prior to dusk the evening before scheduled pick up. Trash or garbage may not be placed at curbside in plastic bags except on the morning of the scheduled pickup. All trash containers must be removed from curbside by 8:00 p.m. on the date of the scheduled pickup.

G. **Signs**

No sign of any nature whatsoever, with the exception of real estate sign, nameplate and house number, shall be erected or displayed upon any of the aforescribed lands, except where expressed prior written approval of the size, shape, content and location thereof may have been approved by the Board. For the purpose hereof, a "real estate sign" is hereby defined as a temporary sign, erected by the owner or his agent, indicating that the property on which the sign is erected is for rent, lease or sale and shall include only those real estate signs having an area no more than four hundred thirty-two (432) square inches. Placement of real estate signs shall be subject to any applicable City of Tamarac ordinance. Any such sign must be removed immediately upon the completion of the sale and/or lease of the property. Notwithstanding the foregoing, any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the residence.

H. **Antennas**

1. One exterior radio, television or electronic antenna or aerial and one video dish no larger than (2) feet in diameter may be attached to the rear or side wall of each residence building, provided that these shall not exceed twenty-five (25) feet in height above the crown of the road. No other exterior radio, television, electronic antenna, aerial or video dish shall be erected, maintained or operated upon any or the aforescribed lands, or on any buildings or structures located thereon, and the erection, maintenance or operation of any of the same is hereby prohibited.
2. Video dishes larger than two (2) feet in diameter may not be placed on the aforescribed lands without the prior written approval of the Board. The top of any such video dish must not be more than ten (10) feet above ground level. A video dish may be placed in the rear yard only. On corner lots, video dishes may not be placed within twenty five (25) feet from the street right-of-way. A video dish must be placed within four (4) feet of the foundation or wall of the house. The landscaping around the video dish must meet with the approval of the Board and, at a minimum, the

landscaping must completely screen all supporting structures and mechanical equipment from view.

I. **Awnings**

Awnings shall not be installed upon any one of the dwellings unless same is of the type and kind approved by the Board.

J. **Improper Use, Noise and Nuisance**

No improper, offensive, hazardous or unlawful use shall be made of any lot subject to this Declaration of Restrictions, and all valid laws, zoning ordinances and regulations of all governmental bodies have jurisdiction thereover shall be observed. Violation of laws, order, rules and regulation, or requirements of any governmental agency having jurisdiction thereover relating to any portion or all of any lot(s) subject to this Declaration of Restrictions, as amended, shall be corrected and at the sole expense of the perpetrators of such violations. No activity may be conducted upon any lot within the community which may become or may be a nuisance to an adjoining lot owner. If any restriction contained herein is inconsistent with a City ordinance, law, order, rule or regulation, the stricter of the conflicting provisions will control for so long as such inconsistency exists.

K. **Household Domestic Animals, Handling and Restrictions**

1. Household domestic animals must be on leashes when being walked or exercised. Domestic animals must be on anchored leads while unattended in owner's yard. No domestic animal can run freely through the community. All animal owners must pick up and remove the fecal droppings of their animals, from any property in Mainlands Section Five.
1. No person may feed or cause to be fed or leave food stuff for the consumption by any duck within the Mainlands Section Five. Birds may be fed only by the use of bird feeders. The feeding of any stray animal is strictly prohibited.

ARTICLE IV: AGE LIMITATION ON PERMANENT RESIDENTS, VISITATION RESTRICTIONS FOR CHILDREN, SCREENING COMMITTEE, OWNER'S RESPONSIBILITY, AND RENTAL RESTRICTIONS

A. **Age Limitation on Permanent Residents**

Inasmuch as Mainlands Five, Inc. is designed and intended as a retirement community for older persons, to provide housing for persons who are fifty-five

(55) years of age or older, no lot shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for a period not in excess of 30 days in any calendar year. No permanent occupancy of any lot shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55) unless an individual over fifty-five (55) also permanently occupies said lot. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the lots having less than one permanent resident fifty-five (55) years of age or older, it being the intent that at least 80% of the lots shall have at all times at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of residents fifty five (55) years of age or over, are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a lot by any person(s) who would thereby create a violation of the aforestated percentages of occupancy.

B. Visitation Restrictions for Children or Persons under eighteen (18)

No person under the age of eighteen (18) years may occupy any dwelling overnight within Mainlands Section Five for more than thirty (30) cumulative days during any twelve (12) month period. It shall be presumed that any such occupancy is a violation of this Declaration of Deed Restrictions.

C. Screening Committee

The Board shall act as a Screening Committee or the President can appoint a three or more member Screening Committee. They shall determine whether the prospective property owner, occupant, renter or lessee, which are to be considered as potential permanent residents, conform to the requirements as specified in the Governing Documents. All prospective purchasers, residents, occupants, renters or lessees must submit an application to the Board, in order to be approved to reside in Mainlands Section Five. No individual may reside on or occupy any Lot, whether paying rent or not, without submitting the required application and receiving approval from the Board. Overnight occupancy of any Lot by any guest is limited to a period not to exceed 30 days in a 12 month period. Any occupancy beyond that time period is deemed to be a tenancy and subject to the application and approval process. The prospective purchasers, residents, occupants, renters or lessees must all be identified by name on the application submitted to the Association and all are to be physically present at any interview required by the

Board or Screening Committee, unless their presence is excused by the Board or Screening Committee. The Board may perform background investigations on all applicants for residence in Mainlands Section Five. Upon the submission of the aforesaid application, a non-refundable administrative fee, set by the Board, shall be assessed against the buyer, renter or lessee of the property being sold or rented. The payment of said fee shall be deemed a condition precedent to the approval of the application of any prospective purchaser, resident, occupant, renter or lessee.

D. **Owner's Responsibility in Sale, Rent or Lease of Home and Taking of Census.**

In order to ensure that Mainlands Section Five maintains the required 80% occupancy of one person fifty five (55) years of age or over in a household, it is the owner's responsibility to ensure that the sale, renting, leasing or occupancy of their property in any manner conforms with the restrictions set forth in the Association documents and the owner shall provide the Board with proof that their buyers, renters or occupants meet the age requirements as set forth in the Association documents, therefore:

1. Owners planning to sell or lease their homes must immediately notify the Board, in writing, and submit an application on forms required by the Board from time to time and arrange for applicants to be interviewed by the Board the prior to closing.
2. The homeowner must advise, the prospective resident that Mainlands Section Five qualifies as housing for older persons only and requires that the prospective resident submit an "Application for Approval of Residency" to the Screening Committee with written proof of his or her age, identity and date of birth in the form of a photo I.D., such as driver's license, Sheriff's I.D. or Passport.
3. To remain exempt from the application of the Fair Housing Amendments Act of 1988, as amended, which prohibits discrimination in the sale or rental of housing, the community must qualify for an exemption by providing housing for "older persons". To comply, the community must maintain a residential ratio of not less than 80% of its homes to be occupied by one permanent resident 55 years of age and older and all other occupants are to be at least 18 years of age. It is also required by said Act that a Census be taken at least every two years. To assure compliance with the Fair Housing Amendments Act, property owners of Mainlands Five shall therefore be required to furnish the information and documentation as requested from time to time by the Board to meet the Census Requirement. Any property owner or occupant who refuses or fails

to provide the information and documentation as required by the Board shall be assessed a monthly monetary fine as provided in the Association documents, which could result in the filing of a “lien”, until such time as said owner or occupant complies with said Rules. The owner of the lot is ultimately responsible for furnishing to the Board the necessary information or documentation.

E. **Rental Restrictions**

No home may be rented during the first two (2) years of ownership. If a home is being occupied by an approved tenant upon being purchased by a new owner, that lease may continue for the remainder of the previously approved lease term. Upon termination of the lease term that tenant shall be required to vacate the home, and it may not thereafter be rented for a two (2) year period. Provided, however, that the restriction on leasing during the first two (2) years of ownership shall not apply to any individual who takes title to a property in Mainlands Section Five by inheritance or devise. Owners planning to rent their home(s) must rent it/them for a minimum of 3 months to the same occupants. All rental transactions must be in writing and submitted to the Screening Committee as provided above. Transient occupants are not permitted. No property may be rented more than twice in a twelve (12) month period.

F. **Denial for Cause**

Any Owner who wishes to sell, lease, re-new any lease, or otherwise transfer any interest in any Lot shall submit to the Association an application for approval which shall be accompanied by such information as the Association may reasonably require. Only the entire Lot may be leased at any one time such that there shall be not partial leases of any portion of any Lot. The Association shall have the right to disapprove an application for lease, sale or other transfer for good cause. The Association Board shall consider the following factors as constituting good cause for such disapproval

(i) The proposed purchaser, lessee, or transferee has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The proposed purchaser, lessee, or transferee has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association

(iii) The application for approval on its face indicates that the proposed purchaser, lessee, or transferee intends to conduct himself/herself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(iv) The proposed purchaser, lessee, or transferee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other social organizations or associations, or by their conduct in this Association as a tenant, Owner or occupant of a Lot;

(v) The proposed purchaser, lessee, or transferee failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;

(vi) The requesting Owner has had fines assessed against him or her which have not been paid; or

(vii) All assessments and other charges against the Lot have not been paid in full.

No one except a previously approved purchaser, lessee, or transferee shall be allowed to occupy a Lot, either as a guest or otherwise while an application for approval is pending before the Association. Anyone so occupying a Lot contrary to this provision shall be deemed to have withdrawn their application for approval and any sale, lease or other conveyance that has been completed prior to the expiration of the thirty (30) day approval period set forth below shall be deemed null and void. The Association shall have the right to conduct a personal interview of any proposed purchaser, lessee, or transferee prior to the approval/denial of any application. The Association shall have the right to impose a reasonable fee in connection with any requested approval of any lease or transfer of any interest in the highest amount permitted by law as amended from time to time. Any owner wishing to lease his or her Lot must use a uniform lease form approved by the Association which, among other items, shall provide that the Association shall have the right to terminate the lease, evict the tenants/occupants and/or make demand for rental payments should the tenants/occupants violate the Association's governing documents or should the Owner become delinquent in the payment of his or her regular and special assessments to the Association. A common area deposit equal to one month's rent must be provided to the Association before any proposed lease for a Lot is approved or otherwise permitted. These sums shall be utilized to reimburse the Association for any damage to the common area caused by any such tenant or their guests, occupants, or invitees. The Association must

approve or disapprove an application for approval to sell, lease, re new any lease, or otherwise transfer any interest in any Lot within fifteen (15) days following submission of a complete and accurate application for approval. If The Association fails to give written notice of its approval or disapproval within this time period, the application shall be deemed accepted by the Association.

ARTICLE V: RESERVATIONS FOR LAWN, SPRINKLER SYSTEM, EXTERIOR BUILDING MAINTENANCE AND LIABILITY LIENS

A. **Sprinkler Systems**

Mainlands Five, Inc. reserves to itself, its successors or assigns, and shall have the continuing right but not the obligation to construct, maintain and operate a fresh-water sprinkler system over, through and upon all of the aforescribed lands, and the owners of said lands shall be liable to Mainlands Five, Inc., or its successors or assigns, for a pro rata share of the cost of operation, repair and maintenance of said system. Any cost of repairs caused from damage by a homeowner, lessee or contractor of a homeowner or lessee shall be charged to the Lot of the homeowner and shall be deemed to be a special assessment against the Lot, collectible in the same fashion as all other assessments as provided for in the Governing Documents. All routine repairs will be paid for by the Association. No lot owner may install his/her own sprinkler system without the prior written approval of the Association.

B. **Lawn Maintenance and Spraying**

Mainlands Five, Inc. reserves to itself, its successors or assigns, and shall have the continuing right but not the obligation to enter over, through and upon all the aforescribed lands, for the purpose of maintaining and caring for the lawns. Nothing in this Subparagraph (B) shall be construed as imposing an obligation upon Mainlands Five, Inc. or its successors or assigns, to maintain and care for the said lawns. The extent of any such maintenance and care, and when the same shall be undertaken, shall be determined solely by Mainlands Five, Inc., its successors and assigns. The owner of any lot(s) in Mainlands Section Five is hereby made liable to Mainlands Five, Inc., its successors and assigns, for a pro rata share of the reasonable cost of all such maintenance and care from time to time performed by Mainlands Five, Inc., its successors or assigns, upon such owner's lot(s). "Maintenance and care," within the meaning of this Subparagraph (B) shall include mowing, edging, fertilizing and spraying of lawns.

C. **Exterior Building Maintenance**

The Association shall have the right but not the obligation to enter upon all of the

lots within Mainlands Section Five for the purpose of conducting a periodic program of exterior building maintenance and repair, including, but not limited to the repainting of exterior walls, shutters, eaves, roofs and other portions thereof. This right is not to be construed as an obligation, but shall provide the Association the right to maintain the premises and the improvements situated thereon in a satisfactory manner in the event that a lot owner fails to maintain the premises and the exterior improvements situated thereon in a neat and attractive manner. The cost of such maintenance shall be added to and become a part of the assessment to which a lot is subject.

D. **Architectural Control**

The Association shall appoint an Architectural Control Committee. No building or structure on any kind on any Lot shall be painted without first obtaining authority for the color of such paint from the Architectural Control Committee in accordance with the painting guidelines established by the Association

E. **Liability Liens**

If services are performed by Mainlands Five, Inc. its successors or assigns, under Subparagraphs (A) (B) and (C), inclusive above, then and in that event, each lot owner agrees to pay the rates and charges which may be charged for such services as established from time to time by Mainlands Five, Inc., its successors or assigns. The owners further agree that such charges shall constitute a lien or charge upon such owners' lots which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

ARTICLE VI: RECREATION FACILITIES: OPERATION AND MAINTENANCE; LIEN FOR COSTS. ETC.

The owner of each lot in the subdivision of THE MAINLANDS OF TAMARAC LAKES, FIFTH SECTION, and the foregoing metes and boundaries description to be hereafter platted as THE MAINLANDS OF TAMARAC LAKES, SECTION 5A, is hereby made liable to BEHRING PROPERTIES, INC., its successor or assigns, for a prorata share of the reasonable cost (including taxes) of its operation, maintenance and repair of the recreation and parking facilities located upon the following described lands, situate, lying and being in FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, aforescribed, to-wit:

Commence at the Southeast corner of Tract 6; thence N.89°15'42"W., along the North line thereof, 572.70 feet to a point; thence N.38°17'30"E., 272.52 feet to the Point of Curvature of a circular curve to the right; thence Northeasterly, along the arc

of said curve to the right, having a radius of 2697 feet, an arc distance of 340.89 feet to a point; thence N. 38°33'14"W., 415.42 feet to a point; thence N.38°17'30"E., 477.53 feet to the Point of Beginning of this description; thence continue N.38°17'30"E., 444.67 feet to a point; thence continue S.38°33'14"E., 87.63 feet to the Point of Curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 518.08 feet, an arc distance of 76.35 feet to a Point of Reverse Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 37.68 feet to the Point of Tangency of said curve; thence S.39°30'42"W., 198.74 feet to a point; thence Southwesterly along the arc of a circular curve to the right, having a radius of 500 feet, an arc distance of 77.27 feet to a Point of Compound Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 41.11 feet to the Point of Tangency of said curve; thence S.51°26'46"W., 185.98 feet to the Point of Curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 25 feet, an arc distance of 39.27 feet to the Point of Tangency of said curve; thence N.38°33'14"W., 209.74 feet to the Point of Beginning.

Said reasonable cost to be payable in equal monthly installments by each lot owner to BEHRING PROPERTIES, INC., its successors or assigns, commencing on the first day of the month following the date upon which all buildings, structures and recreational and parking facilities to be constructed by BEHRING PROPERTIES, INC., upon said Recreation Lands have been completed and are ready for use and continuing until the first day of July, A.D. 2018; and each owner hereby agrees that BEHRING PROPERTIES, INC., its successors or assigns, shall have a lien upon such owner's lot for the aforesaid share of reasonable cost until such share is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as it provided for the foreclosure of mortgages upon real property. It is presently contemplated by BEHRING PROPERTIES, INC., that it may assign its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities together with the right to receive the prorate share of reasonable cost from each owner aforesaid, at a date subsequent hereto, to the City of Tamarac, a municipal corporation of Florida, and thereafter, if same be done, said City shall, at its sole discretion, assume the rights, privileges, duties and obligations of operating and maintaining said buildings, structures and recreational and parking facilities, and the receipt of sums fixed as the reasonable cost thereof. From and after the date of any such assignment, BEHRING PROPERTIES, INC., and its successors shall be relieved and fully discharged from any and all further obligation and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities, except

to the extent the same were incurred by it prior to the date of such assignment. Each owner of lots in the subdivision of THE MAINLANDS OF TAMARAC LAKES, FIFTH SECTION, and the foregoing metes and bounds description to be hereafter platted as THE MAINLANDS OF TAMARAC LAKES, SECTION 5A, agrees that all charges made for the prorate share of the reasonable cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owner's lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and furthermore, each owner agrees that such charges, if established and made by the City of Tamarac, shall constitute a special assessment lien which shall be enforceable by said City against the lot of said owner in the same manner as is provided for the enforcement of special assessment liens for local improvements under the Charter of the City of Tamarac, the same being Chapter 63-1970, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-2300, Laws of Florida, Special Acts of 1965, and as the same may be amended from time to time hereafter.

ARTICLE VII: RECREATION LAND LEASE; LIABILITY FOR; ASSIGNMENT LIEN, ETC.

The owner of each lot in THE MAINLANDS OF TAMARAC LAKES, FIFTH SECTION, and the foregoing metes and bounds description to be hereafter platted as THE MAINLANDS OF TAMARAC LAKES, SECTION 5A, is hereby made liable to BEHRING PROPERTIES, INC., its successor or assigns for a one two hundred sixty-fifth (1/265) share of the ground rent upon the following describe lands, lying and being in FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, aforescribed, to wit:

Commence at the Southeast corner of Tract 6; thence N.89°15'42"W., along the North line thereof, 572.70 feet to a point; thence N.38°17'30"E., 272.52 feet to the Point of Curvature of a circular curve to the right; thence Northeasterly, along the arc of said curve to the right, having a radius of 2697 feet; an arc distance of 340.89 feet to a point; thence N.38°33'14"W., 477.53 feet to the Point of Beginning of this description; thence continue N.38°17'30"E., 444.67 feet to a point; thence S.38°33'14"E., 87.63 feet to the Point of Curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 518.08 feet, an arc distance of 76.35 feet to a Point of Reverse Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet; an arc distance of 37.68 feet to the Point of Tangency of said curve; thence S.39°30'42"W., 198.74 feet to a point; thence Southwesterly along the arc of a circular curve to the right, having a radius of 500 feet, an arc distance of

77.27 feet to a Point of Compound Curve; thence Southerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 41.11 feet to the Point of Tangency of said curve; thence S.51°26'46"W., 185.98 feet to the Point of Curvature of a circular curve to the right; thence Southwesterly along the arc of said curve, having a radius of 25 feet, an arc distance of 39.27 feet to the Point of Tangency of said curve; thence N.38°33'14"W., 209.74 feet to the Point of Beginning.

said share being hereby fixed initially at the sum of \$10.00 per month, to be payable by each lot owner to BEHRING PROPERTIES, INC., its successors or assigns, commencing on the first day of the month following the date upon which all buildings, structures and recreational facilities to be constructed by BEHRING PROPERTIES, INC. upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of July A.D. 2018; and each owner hereby agrees that BEHRING PROPERTIES, INC., its successors or assigns, shall have a lien upon such owner's lot for the aforesaid initial amount of \$10.00 per month until such amount is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. It is presently contemplated by BEHRING PROPERTIES, INC., that it shall enter into a lease with the owner of the lands described above in this paragraph for a period of years ending July 1, A.D. 2018, which lease shall provide for the delivery of said lands to BEHRING PROPERTIES, INC., its successors or assigns, subject to said lease, for the exclusive use and benefit of the lot owners and permanent residents of THE MAINLANDS OF TAMARAC LAKES, FIFTH SECTION, and the foregoing metes and bounds description to be hereafter platted as THE MAINLANDS OF TAMARAC LAKES, SECTION 5A, for an initial monthly rental of \$10.00 to commence upon the first day of the month following the date that all buildings, structures and recreation and parking facilities to be constructed by BEHRING PROPERTIES, INC., upon said lands have been completed and are ready for use; that in connection with said lease, BEHRING PROPERTIES, INC., intends to pledge its right to the receipt of and assign its right to receive the foregoing initial sum of \$10.00 per month per lot payable by lot owners to the lessors under said lease as security for said initial monthly rental of \$2,650.00; it is further contemplated that BEHRING PROPERTIES, INC. may assign its interest in said

lease to the City of Tamarac, Florida, and it is hereby understood that from and after the date of any such assignment by BEHRING PROPERTIES, INC., to the City of Tamarac, Florida, BEHRING PROPERTIES, INC., and its successors shall be relieved and fully discharged from any and all further liability and duty under the provisions of this paragraph 7, except to the extent the same were incurred by it prior to the date of such assignment. The owners further agree that from and after the date of any such assignment to the City of Tamarac, Florida, the aforesaid initial sum of \$10.00 per month per lot shall also constitute a special assessment lien which shall be enforceable by said City against the lot owner in the same manner as is provided for the enforcement of special assessment liens for improvements under the Charter of the City of Tamarac, the same being Chapter 63-1970, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-2300, Laws of Florida, Special Acts of 1965, and as the same may be amended from time to time hereafter. The owner of each lot in THE MAINLANDS OF TAMARAC LAKES, FIFTH SECTION, and the foregoing metes and bounds description to be hereafter platted as THE MAINLANDS OF TAMARAC LAKES, SECTION 5A, further agrees that any such assignment to the City of Tamarac or the creation of special assessment liens shall not operate to extinguish the aforesaid lien for the payment of the aforesaid one two hundred sixty-fifth (1/265) share of the ground rent under the aforesaid lease. The provisions of this paragraph 7 and of paragraph 5 above, shall remain in effect and shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said lands until the first day of July A.D. 2018. The recreation land lease referred to herein is a net lease (i.e., the Lessor receives the rent free and clear of taxes, insurance and other charges, same being borne by the Lessee.) Such lease also contains provisions whereby in the event of a rise in the cost of living index published by the United States Government, the rent to be paid shall be increased periodically to compensate the Lessor for such rise in the cost of living index.

ARTICLE VIII: MAINLANDS FIVE, INC., PURPOSE, POWERS

A. Purpose

For the purposes of insuring the development and maintenance of the

aforescribed lands and in order to provide for an aesthetically pleasing environment for the residents thereof, Mainlands Five, Inc. has been duly formed as a Florida corporation not-for-profit. The Mainlands Five, Inc., has, by virtue of various assignments, undertaken the obligation and assumed the rights relative to the administration and enforcement of this Declaration of Restrictions.

B. Powers, Assessments and Liens

Mainlands Five, Inc., and its Board shall have the power to initiate a special assessment for any purpose which is necessary to maintain and/or administer the environment, facilities and services and property of its residents when required to enforce the provisions of the Governing Documents. The Board of Directors shall have the authority to adopt rules and regulations governing the use of any of the recreation facilities, common areas and Lots, and to suspend the rights of a member or a member's tenants, guests or invitees, or both, to use common areas and facilities under circumstances deemed appropriate by the Board. In addition to the means of enforcement provided elsewhere herein, the Board may levy a fine or fines which may have a cumulative value in excess of \$1,000.00 for failure to comply with the terms and/or conditions of any of the Governing Documents, in the manner provided therein. The Association shall have a continuing lien against each home for such fines and/or assessments, as provided in the Governing Documents and Florida law.

1. The Board of Directors shall be charged with determining when there is probable cause that any of the provisions of the Association Documents, regarding the use of lots, common and recreation areas, or Association property, are being or have been violated. In the event that the Board determines an instance of such probable cause, it shall thereupon provide written notice to the person alleged to be in violation, and the Owner of the lot which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before a Committee appointed by the Board in not less than fourteen (14) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed the highest amount allowed under the law, as it may be amended from time to time, for each offense.
2. At the hearing the Board shall hear any defense to the charges including any witnesses that the alleged violator, the Owner, or the Board may produce. Any party at the hearing may be represented by counsel.
3. Subsequent to the hearing, the Committee shall determine whether there is

sufficient evidence of a violation or violations of the Governing Documents. If the Committee determines that there is sufficient evidence, it may approve a fine for each violation in the amount provided for in the Governing Documents.

4. A fine pursuant to this section shall be assessed against the lot which the violator occupied at the time of the violation, whether or not the violator is the Owner of that lot, and shall be collectible in the same manner as any other assessment, including lien rights as provided for in the Governing Documents and Florida law. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying his home payment in the amount of any fine or fines assessed against that lot.
5. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the Governing Documents, including but not limited to legal action for damages or injunctive relief.
6. Any and all types of assessments or other charges made by the Board in accordance with the provisions of the Governing Documents, together with interest at the rate of eighteen (18%) percent per annum, or at any other rate which may from time to time be established by the Board, provided that the rate never exceeds the highest rate allowed by law, any administrative late fee imposed by the Board, at the discretion of the Board, which may be in an amount not to exceed the highest amount allowable under the law, and costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be (i) a charge and continuing lien upon the Lot against which each such assessment or charge is made; and (ii) the personal obligation of the Owner of each such Lot assessed. Prior to filing an action of foreclosure, the Association shall cause to be recorded in the Public Records of Broward County, Florida, a claim of lien setting forth the amount due to the Association, as of the date the claim of lien is signed. Any payment received by the Association shall be applied as provided by law. Upon full payment of all sums secured by that lien, the person making payment shall be entitled to a satisfaction of the claim of lien in recordable form. The lien of the assessments or other charges and any late costs thereon provided for herein shall be subordinate to the lien of any first Mortgage of a Mortgagee now or hereafter placed upon the Lot by a Mortgagee of record and the payment in full of all obligations owed to any such Mortgagee pursuant to its first Mortgage.

ARTICLE IX: ENFORCEMENT

A. **Legal Provisions for Enforcement**

All provisions of this Declaration of Restrictions shall be construed as covenants running with the land and with every part thereof, and every interest therein, and every lot owner and every claimant of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this document. In the event that there is any dispute in connection with the terms and conditions of this Declaration of Restrictions and/or any Governing Documents, resulting in the initiation of any action by Mainlands Five, Inc. or any lot owner, or in the event that it shall be necessary for a lot owner or the Mainlands Five, Inc. to enforce compliance with the provisions of any of the Governing Documents by injunctive relief or any other remedy which may be available hereunder or under the laws of the State of Florida, then Mainlands Five, Inc. shall be entitled to recover reasonable attorney's fees, plus costs incurred in connection with said actions, including appeals.

A. **Recovery of Costs of Enforcement**

The Board shall be entitled to recover from an owner all costs of enforcement incurred by the Association because of the failure of the owner to comply with some portion of any of the Governing Documents. This shall include the right to recover reasonable attorney's fees and costs which accrue because of non-litigation or pre-litigation enforcement action or alternative dispute resolution. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of the Governing Documents, and the Owner of the lot complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the lot, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred shall be deemed to be a special assessment against the lot and shall be a lien on said lot, collectible in the same fashion as any other assessment as provided for in the Governing Documents, including but not limited to enforcement by foreclosure..

ARTICLE X: INVALIDITY CLAUSE

Invalidation of any of these covenants by a court of competent jurisdiction shall not affect any of the other covenants which shall remain in full force and effect.

ARTICLE XI: DURATION OF EXISTENCE AND AMENDMENT

The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use or any portions of said lands

ARTICLE XII: APPLICABLE LAW

Notwithstanding any provisions of the Association's governing documents to the contrary, the Association hereby adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this amendment, as well as, all future amendments to the Florida Statutes, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

(The balance of this Page has been left blank intentionally.)

IN WITNESS WHEREOF, MAINLANDS FIVE, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this 12 day of November, 2013.

MAINLANDS FIVE, INC.

By: Michael Taylor
President

Attest: Evelyn Davidson
Secretary

Attest: Kenneth Rautenberg
Witness

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED before me the undersigned authority, Michael Taylor, Evelyn Davidson, and Kenneth Rautenberg, President, Secretary, and Witness respectively of MAINLANDS FIVE, INC., who are personally known to me or have produced a Florida Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 12 day of Nov., 20 13

Kathy Rouse
Notary Public, State of Florida at Large

My Commission Expires: November 26, 2016

My Commission Number: EE854179

nl



AMENDED AND RESTATED REVIVED
DECLARATION OF RESTRICTIONS

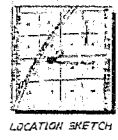
MAINLANDS FIVE, INC.

EXHIBIT "D"

Graphic Depiction of Parcels subject to the Amended and Restated Revived Declaration
of Restrictions

The Mainlands of Tamarac Lakes Fifth Section

A SUBDIVISION IN SECTION 13, TWP. 49 S., RGE. 41 E.
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



DESCRIPTION
This plat is a subdivision of the Mainlands of Tamarac Lakes, Fifth Section, located in Section 13, Township 49 South, Range 41 East, Broward County, Florida. The subdivision is shown on the attached plat and is bounded by the Mainlands of Tamarac Lakes, Fifth Section, to the north and east, by the Mainlands of Tamarac Lakes, Fourth Section, to the south, and by the Mainlands of Tamarac Lakes, Sixth Section, to the west. The subdivision is shown on the attached plat and is bounded by the Mainlands of Tamarac Lakes, Fifth Section, to the north and east, by the Mainlands of Tamarac Lakes, Fourth Section, to the south, and by the Mainlands of Tamarac Lakes, Sixth Section, to the west.

LEGEND

Lot boundaries	—
Section boundaries	—
County boundaries	—
City boundaries	—

SCALE IN FEET (1" = 200')

DEDICATION
I, the undersigned, do hereby dedicate to the City of Tamarac, Broward County, Florida, the Mainlands of Tamarac Lakes, Fifth Section, shown on the attached plat, for the use and benefit of the City of Tamarac, Broward County, Florida, as a public park and recreation area. This dedication is made in full and final satisfaction of all claims and demands of the City of Tamarac, Broward County, Florida, against the undersigned, and the undersigned hereby waives all claims and demands of the City of Tamarac, Broward County, Florida, against the undersigned, in respect to this dedication.

Angela J. Jell
Janette J. Jell

ANGELA J. JELL
JANETTE J. JELL

ACKNOWLEDGEMENT
I, the undersigned, do hereby acknowledge the dedication of the Mainlands of Tamarac Lakes, Fifth Section, to the City of Tamarac, Broward County, Florida, as a public park and recreation area, as shown on the attached plat, and I hereby waive all claims and demands of the City of Tamarac, Broward County, Florida, against the undersigned, in respect to this dedication.

Angela J. Jell
Janette J. Jell

AREA PLANNING BOARD
This is a statement of the Area Planning Board of the City of Tamarac, Broward County, Florida, regarding the dedication of the Mainlands of Tamarac Lakes, Fifth Section, to the City of Tamarac, Broward County, Florida, as a public park and recreation area, as shown on the attached plat. The Area Planning Board has reviewed the dedication and has approved the same.

Angela J. Jell

MORTGAGE STATEMENT
This is a statement of the mortgagee regarding the dedication of the Mainlands of Tamarac Lakes, Fifth Section, to the City of Tamarac, Broward County, Florida, as a public park and recreation area, as shown on the attached plat. The mortgagee has reviewed the dedication and has approved the same.

Angela J. Jell

SURVEYOR'S CERTIFICATE
I, the undersigned, do hereby certify that the Mainlands of Tamarac Lakes, Fifth Section, shown on the attached plat, are correctly shown and are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section, and that the same are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section.

Angela J. Jell

CITY OF TAMARAC
I, the undersigned, do hereby acknowledge the dedication of the Mainlands of Tamarac Lakes, Fifth Section, to the City of Tamarac, Broward County, Florida, as a public park and recreation area, as shown on the attached plat, and I hereby waive all claims and demands of the City of Tamarac, Broward County, Florida, against the undersigned, in respect to this dedication.

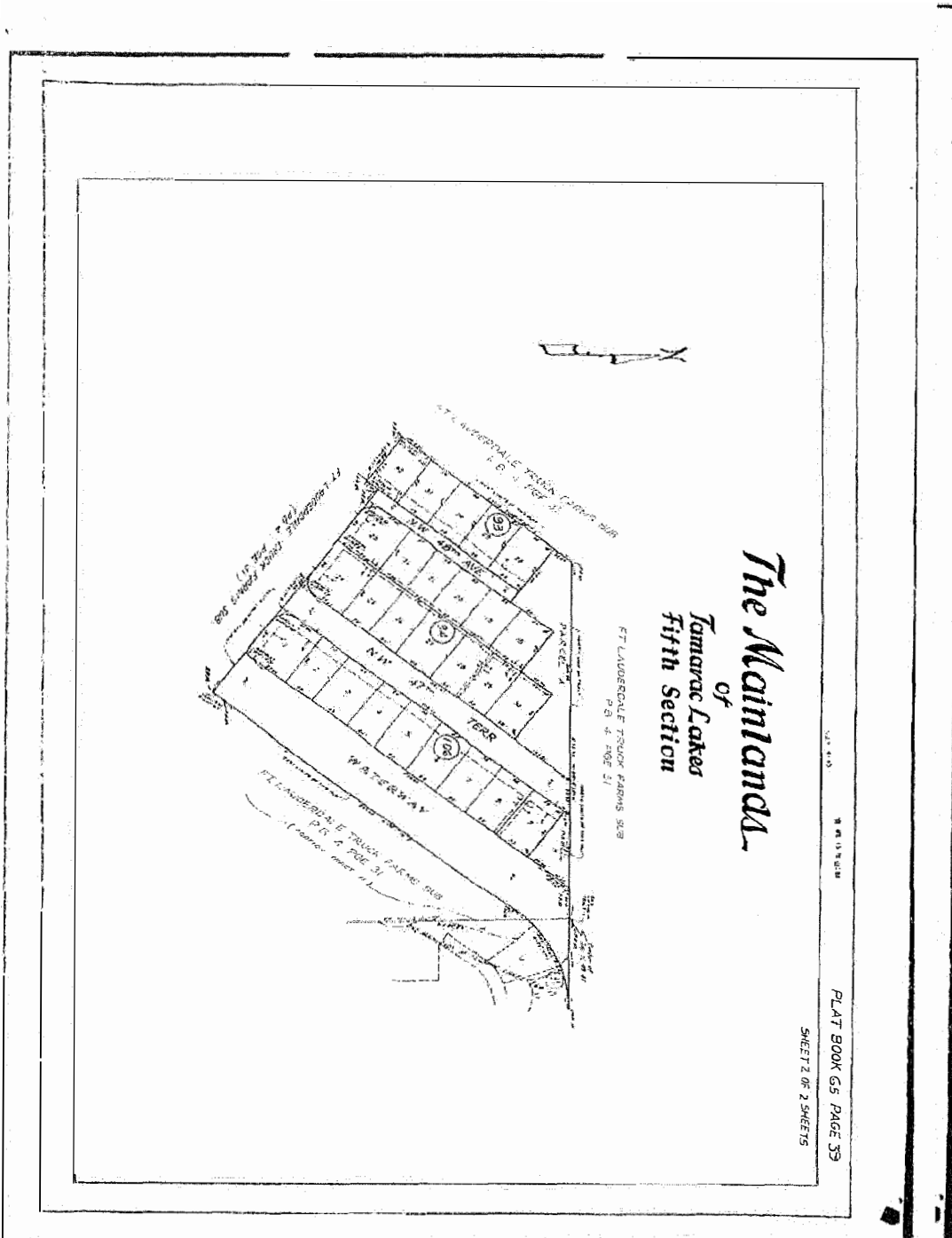
Angela J. Jell

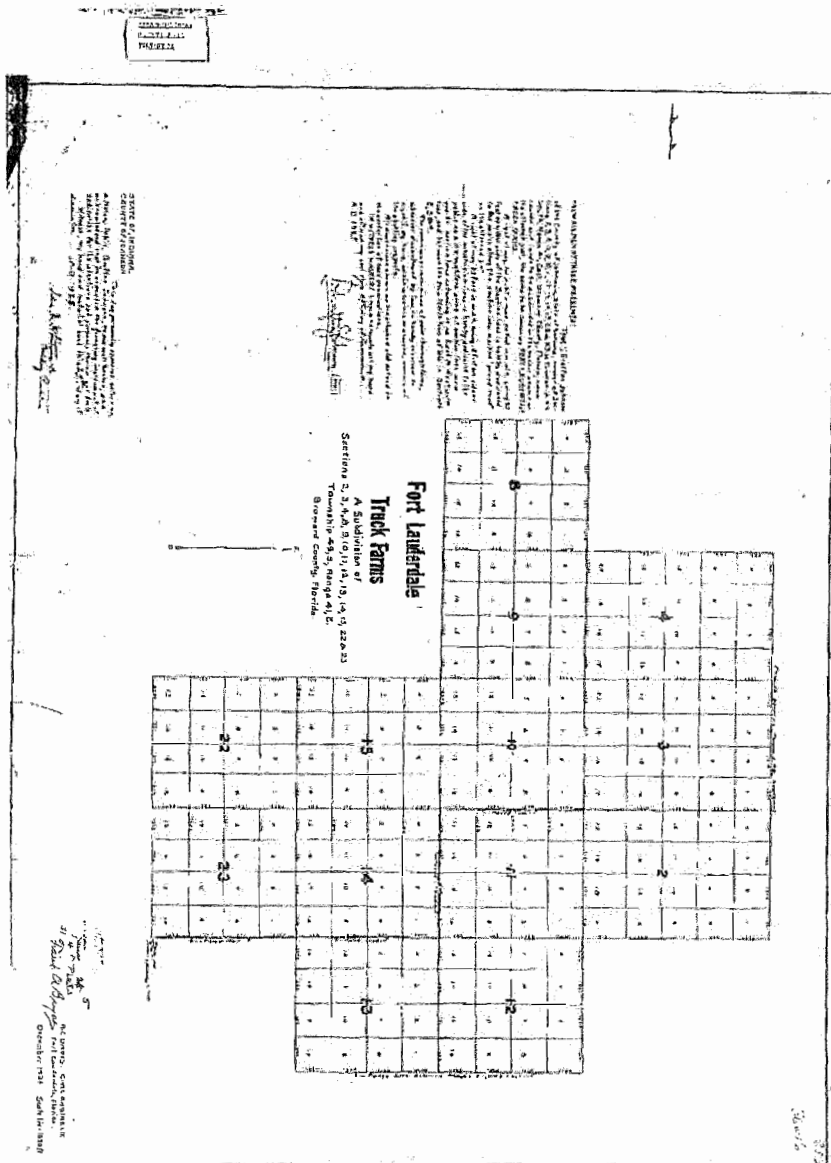
CLERK OF THE CIRCUIT COURT
I, the undersigned, do hereby certify that the Mainlands of Tamarac Lakes, Fifth Section, shown on the attached plat, are correctly shown and are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section, and that the same are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section.

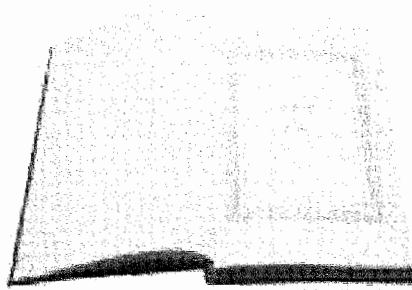
Angela J. Jell

COUNTY ENGINEER
I, the undersigned, do hereby certify that the Mainlands of Tamarac Lakes, Fifth Section, shown on the attached plat, are correctly shown and are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section, and that the same are in accordance with the original survey and plan of the Mainlands of Tamarac Lakes, Fifth Section.

Angela J. Jell







AMENDED AND RESTATED

BYLAWS

OF

MAINLANDS FIVE, INC.

Amended and Restated October 9, 2013

AMENDED AND RESTATED BY-LAWS

OF

MAINLANDS FIVE, INC.

TABLE OF CONTENTS

ARTICLE I - PURPOSEPage # 1 of 20

ARTICLE II - ADMINISTRATIONPage # 1 of 20

ARTICLE III - MEMBERSHIP Page # 5 of 20

ARTICLE IV - DUTIES OF THE OFFICERS Page # 5 of 20

ARTICLE V - DUTIES AND POWERS OF THE BOARD OF DIRECTORS ... Page # 9 of 20

**ARTICLE VI - STANDING COMMITTEES, APPOINTMENTS
AND ORGANIZATIONS Page #10 of 20**

ARTICLE VII - ELECTION OF BOARD MEMBERS Page #11 of 20

ARTICLE VIII - MEETINGS Page #16 of 20

ARTICLE IX - AMENDMENT OF BYLAWS Page #18 of 20

ARTICLE X - COMPLIANCE, DEFAULT AND REMEDIES Page #19 of 20

ARTICLE XI - RULES AND REGULATIONS Page #20 of 20

ARTICLE XII - APPLICABLE LAW Page #20 of 20

Amended and Restated October 9, 2013

AMENDED AND RESTATED BYLAWS

OF

MAINLANDS FIVE, INC.

WHEREAS, at a duly called and noticed meeting of the Membership of the Mainlands Five, Inc. (the "Association"), held and conducted in accordance with the Association's Governing Documents and Florida law, these Bylaws were adopted pursuant to the respective provisions of the Association's Governing Documents and Florida law;

NOW THEREFORE, the undersigned authority hereby certifies that the following Bylaws set forth below are a true and correct copy of the Bylaws as approved by the Association's Membership in accordance with the Association's Governing Documents, as well as, Florida law, and by these presents hereby adopt the following as the Bylaws of Mainlands Five, Inc.:

ARTICLE I - PURPOSE

These are the Bylaws of Mainlands Five, Inc., hereinafter the "Association", a Florida corporation not for profit organized for the purpose of operating a residential homeowners' association pursuant Florida law.

ARTICLE II - ADMINISTRATION

A. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

B. Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7), who shall serve for two (2) years.

C. Qualifications. Each Director must be a member.

D. Elections. In each election the members shall elect as many Directors as there are vacancies to be filled, unless the balloting is dispensed with as provided for by law.

E. Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors shall be appointed as follows:

- If a mid-term vacancy occurs because of the death, disqualification or resignation of a Director, or for any other cause except recall of a Director, a majority of the

remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

- If a vacancy occurs as a result of an increase in the number of Directors, or a recall, and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with Florida law.

F. Removal of Directors from Office. Any or all Directors may be removed from office with or without cause by a majority vote of the entire membership in accordance with all statutory recall procedures.

G. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected.

H. Other Meetings. Meetings of the Board may be held at such times and places as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings and a copy of the Agenda, shall be given to each Director, personally or by mail, telephone, or electronically, at least two days (2) days prior to the day named for such meeting.

I. Notice to Owners. Except as otherwise provided in these Bylaws, all Members may attend meetings of the Board of Directors. The right of owners to attend Board meetings includes the right to speak on all designated agenda items, subject to reasonable rules adopted by the Board of Directors governing the manner, duration and frequency of doing so. Notices of all Board meetings, together with an agenda of the business to be conducted, shall be posted conspicuously on the property at least forty-eight (48) continuous hours in advance, except in an emergency, and subject to the following special circumstances:

- Assessments to be considered. Notice of any Board meeting at which assessments against lot owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and disclose the nature of such assessments. Notice of any Board meeting at which a special assessment will be considered must also be mailed to the owners of each lot at least fourteen (14) days before the meeting, except in an emergency and an affidavit of mailing must be retained as proof of mailing.
- Budget Meetings. Notice of any Board meeting held to formally adopt a budget, or to amend a previously adopted budget, must be published in the Newsletter.

- Meetings with Association legal counsel. Members may be excluded from attending meetings between either the Board or a Committee, and the Association's legal counsel regarding any proposed or pending litigation.

J. 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. If all Directors are present at a meeting, no notice to Directors shall be required.

K. Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

L. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Association's Governing Documents or by applicable statutes. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

M. Adjourned Meetings. The majority of the Directors present at any duly called meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

N. Presiding Officer. The President of the Association or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

O. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

P. Committees. To appoint from time to time such standing or temporary committees as it deems necessary or convenient for the efficient and effective operation of the Association. A committee has only such powers and duties as are assigned to it in the Board resolution creating the committee. Committee meetings for the purpose of taking final action on behalf of the Board or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings as required by Florida law.

Q. Emergency Powers. In the event of any "emergency" the Board of Directors may exercise such emergency powers as prescribed by law.

- The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency to accommodate the incapacity of any officer of the Association.
- The Board may relocate the principal office or designate an alternative principal office, or authorize the officers to do so.
- During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- Corporate action taken in good faith during an emergency to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- For purposes of this Section only, an "emergency" exists only during a period of time that the Association, or the immediate geographic area in which the Association is located, is subjected to:
 1. a state of emergency declared by local civil or law enforcement authorities;
 2. a hurricane warning;
 3. a partial or complete evacuation order
 4. federal or state "disaster area" status; or
 5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the

property such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

R. No officer, member of the Board, or committee member may engage legal Counsel or execute any contracts or legal documents, for any purpose, concerning the Association or property owners without approval of the Board.

S. The Board may institute legal suit for any purpose concerning the Association or property owners in accordance with Florida law.

T. Every Officer/Director of the Association and Committee members appointed by the Board shall be indemnified by the Association against all expenses and liabilities including council fees reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement of any proceeding to which he/she may be a part or in which he/she may become involved by reason of his/her being or having been an Officer/Director or Committee member at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer or Director may be entitled.

U. Quorum of the Membership. A quorum at any Membership ("Civic") meeting exists only when at least twenty (20) Members are present in person or by proxy at a duly called meeting.

V. Have the account books and/or ledgers reviewed once a year and audited, every four (4) years, at the discretion of the Board

ARTICLE III - MEMBERSHIP

A. Members of this Association shall consist of the record title owners of the Property governed by the Declaration in Mainlands Five, Inc.

B. Voting privileges of property owners shall be limited to one (1) vote per lot which may be cast in person by a standup vote, by proxy or by written ballot.

ARTICLE IV - DUTIES OF THE OFFICERS

A.. OFFICERS. The executive officers of the Association shall be a President and a Vice-President who must be Directors, and a Treasurer and a Secretary, all of whom shall be elected by a majority vote of the Board of Directors. There is no requirement for an officer to be a

Member of the Association. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Any officer may resign at any time by giving written notice to the Board and unless otherwise specified therein, the resignation shall become effective upon receipt.

B. President. The President shall be chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be ex officio a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. In addition, the President shall:

1. Establish all committees and appoint chairpersons. Should the Board of Directors have an objection to any committee member appointed by the President, then and in that event the Board shall discuss the reasons for the objection and a majority vote of the Board of Directors will decide whether said appointee remains within the Committee or the President shall appoint a new member for such Committee.
2. Act as ex-officio member of all committees, except the Nominating Committee.
3. Authorize expenditures for any new acquisition not to exceed \$1,000.00. Any amount from \$1,000.00 to \$2000.00 must be authorized by a majority vote of the Board. Any amount in excess of \$2000.00 must be authorized by the property owners at a regular meeting, except for those expenditures considered necessary for the repair and maintenance of the Clubhouse, furnishings, appliances, pool or equipment and grounds, which may be authorized by a majority vote of the Board.
4. Authorize any emergency or hazardous repairs not to exceed \$1,000.00 (electric, air conditioning, plumbing, property damage etc.). Any amount in excess of \$1,000 requires Board Approval.
5. Keep the Board informed at its monthly meeting of the status of all pending legal matters, maintenance and other projects previously authorized by the Board.
6. Provide a verbal report from the Board at the membership meeting.

7. Not donate, pledge, contribute or give any money to charitable organizations, person, place or thing outside of the Association without approval of the Board.
8. Enter in and make all contracts and agreements which have been initiated and approved by the Board on behalf of the Association.
9. Make certain that all orders and/or resolutions of the Board are carried out.
10. Use the Corporate Seal of Mainlands Five, Inc. by causing it or a facsimile thereof to be impressed, affixed, or reproduced. The Corporate Seal will be kept at the office of the Association.
11. In the absence of the Secretary, the President shall appoint a Pro-Tern Secretary. Should the Board of Directors have an objection to any committee member appointed by the President, then and in that event the Board shall discuss the reasons for the objection and a majority vote of the Board of Directors will decide whether said appointee remains within the Committee or the President shall appoint a new member for such Committee.

C. Vice-President. The Vice-President shall in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign. In addition, the Vice President shall:

1. Preside at meetings in the absence of the President.
2. Assist the President in other duties upon request.

D. Secretary. The Secretary shall attend meetings of the Board of Directors and of the members and cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is elected. In addition, the Secretary shall:

1. Record and take the minutes of all meetings, including any called meetings.
2. Record all minutes in permanent record books provided for this purpose.

3. Receive, transmit and file all correspondence directed to and from the Association including but not limited to typing correspondence and any other written communication.
4. Provide a sign-in sheet at Membership Meetings.
5. Prepare:
 - a. A summary of Civic meeting activities for publication in monthly Newsletter.
 - b. Provide attendees at Civic meetings with a typed copy of the minutes of the immediate past monthly Civic meeting.
 - c. Provide Board members with a copy of the minutes of all meetings.
6. Be accountable for the filing, safekeeping of all documents, contracts, correspondence and other important papers.
7. Responsible for erasing the recordings of any Board and Civic Meetings immediately after the Minutes are transcribed and approved.
8. Keep a copy of the official records of the Association for the period of time and in the manner required for Homeowner's Associations under Chapter 720 of the Florida Statutes, as they may be amended from time to time.

E. Treasurer. The Treasurer shall be responsible for Association funds and secures, budget preparation, the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected. In addition, the Treasurer shall:

1. Be responsible for the collection of all maintenance fees and funds, record payments in a permanent record, and shall deposit said funds in the Board designated accounts, retaining all deposit receipts.
2. Provide a quarterly Maintenance fee report to the Board.

3. Issue checks to pay recurring (utilities, insurance, etc.) bills. All checks must be signed by the President and Treasurer. There may be two (2) alternates to sign, (Board Members) only in the event the President or Treasurer are unable to sign.
4. Report monthly to the Board on current transactions and status of funds, with a quarterly report to be posted in the Mainlands Five, Inc.'s Bulletin Board at the Clubhouse, thirty (30) days from the end of the quarter.
5. Prepare an annual report within ninety (90) days after the close of the fiscal year which shall run from January 1 thru December 31. Said report shall be presented to the membership at the first Meeting after approval by the Board of Directors.
6. Treasurer shall keep a hard copy of each monthly report to the Board, quarterly and annual reports to Association members in a permanent record book.
7. Prepare and present to the Association's accountant the necessary documents for the preparation of Federal Tax return.

ARTICLE V - DUTIES & POWERS OF THE BOARD OF DIRECTORS

- A. The business affairs of the Association shall be conducted by the Board of Directors who shall have all lawful powers necessary to conduct the business affairs of the Association. The Board of Directors will meet monthly with the exception of June, July and August, unless a meeting is otherwise called in accordance with these Bylaws.
- B. The Board of Directors shall conduct and transact official business when a quorum is present. A quorum will be a majority of the members of the Board.
- C. Any recall of a Director shall be subject to the provisions of Chapter 720, Florida Statutes as amended from time to time.
- D. The Board is permitted to increase or decrease existing maintenance assessments, assess late fees and finance charges, without the approval of the Membership. The revised maintenance fee shall start at the beginning of the following quarter.
- E. The Board of Directors shall have the power to initiate a special assessment for any purpose which is necessary to for the operation of the Association. The Association shall have a continuing lien against each home for such fines or assessments as provided in the governing documents.
- F. The Board may, at any time it deems necessary, establish and amend Rules and Regulations to administer and regulate the affairs and business of the Association without the approval of the Membership.

G. To appoint such committees as it deems necessary including, but not limited to a screening committee. The Screening Committee shall determine whether the lease applications conform to the requirements set forth in the Association's governing documents. The Board may appoint a Fining Committee pursuant to Chapter 720, Florida Statutes. The Fining Committee will conduct hearings when necessary to determine any and all fines and/or suspensions to be imposed in accordance with Chapter 720, Florida Statutes.

H. The powers of the Board shall include the right to enforce by legal means against any person, firm or corporation, any right or privilege of the Association. All expenses, including court costs and attorney's fees, incurred in any pre-litigation, litigation, quasi litigation, administrative, court, or other action to enforce any provision of the Association's governing documents shall be borne by the prevailing party in such matter.

ARTICLE VI - STANDING COMMITTEES, APPOINTMENTS AND ORGANIZATIONS

A. Standing Committees:

The President shall have the authority to appoint and remove Members of any Committee, including the appointment and removal of Chairpersons for said Committees, for any Association purpose and for such period within the year as he or she shall decide. Should the Board of Directors have an objection to any Committee member appointed or removed by the President, the Board shall discuss the reasons for the objection and a majority vote of the Board of Directors will decide whether said appointee remains within the Committee. All appointees must be Members in good standing. All Committee Chairpersons shall report on his/her Committee's activities either written or verbally, to the Board. Under no circumstances may a Committee or Chairperson withhold any monies for any purpose.

B. The Standing Committees shall be as follows:

1. Building Maintenance Committee: The Building Maintenance Committee shall supervise the physical maintenance of the clubhouse, pool, grounds and clubhouse equipment and take care of general repairs. Obtain estimates and order repairs when necessary, subject to the approval of the Board of Directors. Arrange for necessary inspections, surveys, permits etc.
2. Census Committee: the Census Committee shall be responsible for conducting the necessary Census for ensuring that the Association complies with all necessary "Housing for Older Persons" requirements. Maintain current directory of membership.

3. Screening Committee: the Screening Committee will consist of President as the Chair, one (1) additional Board Member, plus one Member (non-Board Member) who shall be responsible for approving or disapproving lease applications.
4. Welcoming Committee: the Welcoming Committee shall contact new residents to welcome and invite them to Association Meetings where they will be introduced to those present, and to provide keys, telephone directories and pool tags to new residents.
5. Entertainment Committee: the Entertainment Committee shall arrange and conduct all fund raising activities such as Parties, Dances, Brunches, Picnics, etc. The Entertainment Chairperson will turn over to the Board all funds collected and a written detailed accounting of all funds collected and spent.
6. Publicity Committee: the Publicity Committee shall prepare monthly Newsletters and calendars of events, and submit for approval and proofreading to the President prior to sending same to printer. The Committee shall arrange publicity for Association events in coordination with the Entertainment committee.
7. Block Captain Chairperson: the Block Captain Chairperson shall arrange delivery of the monthly Newsletter to the Block Captains for distribution to the Members.
8. Bereavement Committee: the Bereavement Committee shall send "Get Well" cards to Members who are ill, and "Condolence" cards to the family of those who have passed on.
9. Covenant Enforcement Committee: the Covenant Enforcement Committee shall conduct hearings regarding violations of the Association's governing documents and make fining recommendations to the Board in accordance with the provisions of these Bylaws and Florida law.
10. Sergeant at Arms: the Sergeant at Arms shall lead the Pledge of Allegiance and remove or cause to be removed any person who disrupts Association meetings, at the direction of the Board.

ARTICLE VII - ELECTION OF BOARD MEMBERS

A. The Nominating Committee:

1. At the Membership (Civic) Meeting in September, the President shall appoint a Nominating Committee and Chairperson. The Nominating Committee shall consist of not less than three (3) Members in good standing, and shall serve until the next Election in November.

2. A Meeting of the Nominating Committee shall be held no less than thirty (30) calendar days prior to the date of the Election.
3. Notice of the Nominating Committee Meeting shall be mailed or delivered to all Members no less than fourteen (14) calendar days prior to the date of the Nominating Committee Meeting. The Notice of Nominating Committee Meeting shall contain an address where Members may submit their names, in writing, as Candidates for election to the Board of Directors. All Members are encouraged to attend the Meeting of the Nominating Committee.
4. The purpose of the Nominating Committee Meeting is to allow Members to present their names as Candidates to the Nominating Committee, and to allow such Candidates an opportunity to present their qualifications and campaign theme to the Membership.
5. The Nominating Committee shall be responsible at the Nominating Committee Meeting for finalizing the names of all qualified Candidates who shall appear on the Notice of Election Meeting.
6. All Members who are qualified for election to the Association's Board of Directors may submit their names, in writing, to the Nominating Committee as a Candidate for election to the Association's Board of Directors at the address set forth in the Notice of Nominating Committee Meeting.
7. Members who submit their names, in writing, as a Candidate are solely responsible for ensuring that the Nominating Committee receives such written notification no later than 5:00 PM of the last business day immediately preceding the date of the Nominating Committee Meeting.
8. All Members who are qualified for election to the Association's Board of Directors may also appear at the Nominating Committee Meeting and present their name in person to the Nominating Committee as a Candidate for election to the Association's Board of Directors.
9. In the event a Member should nominate a Candidate other than him/herself, Nominating Committee shall not accept such Nomination without the affirmative consent from the person so nominated. Such consent may be given to the Nominating Committee in writing, or in person at the Nominating Committee Meeting.

10. At the November meeting the President shall direct the Secretary to cast a unanimous "Aye" ballot for any nominee who was unopposed and an election for that office will in December will not be required.
11. The Nominating Committee shall accept the names of all qualified Members who have timely submitted their names as Candidates to the Nominating Committee, and each such Candidate shall be granted the floor of the Nominating Committee Meeting for five (5) minutes to express to the Membership their qualifications and campaign message and theme.
12. The Nominating Committee, using procedures established by the Board, shall accept nominations of no less than one individual for each vacancy to be filed.
13. Notice of the Election Meeting shall contain the names of all qualified Candidates who have timely submitted their names (and consent) as Candidates for election to the Board, to the Nominating Committee prior to the final adjournment of the Nominating Committee Meeting.
14. The acceptance of qualified Candidates for election to the Association's Board of Directors by the Nominating Committee is final.
15. Nominations of Candidates for election to the Association's Board of Directors will not be allowed from the floor of the Election Meeting.

B. Elections and Election Committee:

1. The President shall appoint an Election Committee and Chairperson.
2. An Election Committee shall consist of three (3) Members in good standing none of whom are running for election to the Board. The spouse, family members and household members of any Candidate may not serve on the Election Committee.
3. The Election of Directors shall be conducted in conjunction with the Annual Membership Meeting.
4. The Association shall give all Members actual notice of the Election Meeting which shall be mailed or delivered to the Members not less than fourteen (14) days prior to the Election Meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the Notice, and filed upon execution among the Official Records of the Association.

5. Notice of the Election shall contain the names of all qualified Candidates (in alphabetical order by last name) who have timely submitted their names and consent to the Nominating Committee as Candidates for election to the Board.
6. Election of Directors shall be conducted by Secret Ballot. The Ballot shall indicate in alphabetical order by surname, each and every unit owner or other eligible person who desires to be a candidate for the Board who gave timely notice to the Nominating Committee. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall provide a space for the signature of or any other means of identifying a voter. All Ballot forms shall be uniform in color and appearance.
7. Members who will not or cannot be in attendance at the Election Meeting may request an Absentee Secret Ballot from the Association to be used for the election of Directors. Such Absentee Secret Ballots must be placed in an inner envelope with no identifying markings, and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the lot or parcel for which the vote is being cast, and the signature of the Member casting that Absentee Ballot.
8. Absentee Secret Ballots may also be dropped off to the Election Committee at the Clubhouse from 1:00 p.m. to 4 p.m., and from 6 p.m. to 8 p.m., on the day of the Election.
9. Secret Ballots shall be used at the Election Meeting for the election of Directors which, along with any Absentee Secret Ballots timely submitted, shall be counted and tabulated by the Election Committee members immediately after the closing of the polls.
10. Elections shall be decided by a plurality of Ballots cast.
11. There is no quorum requirement for the Election of Directors; however, at least ten percent (10%) of the eligible voters must cast a ballot in order to have a valid election.
12. A Member may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid.
13. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein. Any envelopes containing Ballots

shall be collected by the Association and shall be transported to the location of the Annual Membership Meeting.

14. The Association shall have available at the Annual Membership Meeting additional blank ballots for distribution to the eligible voters who have not cast their votes by Absentee Secret Ballot. Each Ballot distributed at the Meeting shall be placed in an inner and outer envelope in the manner provided above.
15. Each envelope and Ballot shall be handled in the following manner:
 - As the first order of business, Ballots not yet cast shall be collected.
 - The Ballots and envelopes shall then be handled by the Election Committee.
 - The business of the Meeting may continue during this process.
 - The signature and Member identification on the outer envelope shall be checked against a list of qualified voters, unless previously validated.
 - Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted.
 - The voters shall be checked off on the list as having voted.
 - Then, in the presence of any Members in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle.
 - Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more Ballots shall be accepted.
 - The inner envelopes shall then be opened and the Ballots shall be removed and counted in the presence of the Members.

- Any inner envelope containing more than one Ballot shall be marked "Disregarded", or with words of similar import, and any Ballots contained therein shall not be counted.
 - All envelopes and Ballots, whether disregarded or not, shall be retained with the Official Records of the Association.
 - The Association may verify outer envelope information in advance of the Annual Membership Meeting.
16. Results of the Ballots shall be announced by the Chairperson of the Election Committee and posted in the Clubhouse that night. Posting will include total number of members voting and a tally of votes received by each candidate. In the event of a tie, the President shall call a Special election.

ARTICLE VIII - MEETINGS

A. Rules Governing the Conduct of all Meetings:

- 1) Procedures shall comply with Roberts Rules of Order insofar as they do not conflict with these Bylaws.
- 2) Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all agenda items. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak.
- 3) Members wishing to discuss any matter shall submit a request, in writing, to the Board of Directors prior to the meeting.
- 4) Members shall not speak on any subject for more than three (3) minutes except by special permission of the Board.
- 5) Property Owners shall not be permitted to speak more than one time on the same subject until all owners desiring to speak on the subject for the first time have been heard, except by permission from the President and then only for purpose of rebuttal.

- 6) All meetings are to be conducted in accordance with the provisions set forth in Section 720 Florida Statutes.

B. Annual Membership Meeting

The Annual Membership Meeting will be held the 2nd Tuesday in December.

C Regular Meetings of the Board

- 1) Regular meetings of the Board shall be held at least once a month on the date, time, and place approved by the Board except as may be suspended by the Board during the Summer months of June, July and August.
- 2) All meetings of the Board are open to all Members except for meetings between the Board and its attorney with respect to potential or pending litigation.

B. Regular Membership ("Civic") Meetings:

- 1) Regular Civic meetings shall be held at least once a month on the date, time, and place approved by the Board except as may be suspended by the Board during the summer months of June, July and August.
- 2) No official Business may be transacted unless a quorum of twenty (20) Members is present.
- 3) The regular Civic Meetings shall follow the normal order of business as set forth below subject to the condition that the President may change the order to accommodate special circumstances.

- A. Pledge of Allegiance to the Flag of the United States of America
- B. A moment of Silence
- C. Guest Speaker
- D. Secretary's report
- E. President's report (Board Activities)
- F. Committee reports
- G. Old Business

- H. New Business
- I. Questions and Answers
- J. Adjournment

- .4) The Election Meeting will be conducted in accordance with the meeting procedures for the Membership Meeting.

E. Special Meetings:

Special meetings may be called by the President as he/she may direct, or upon written request to the Secretary by a majority of the Board or by one third (1/3) of the Members. Special meetings shall be limited to the subject for which the meeting was called

ARTICLE IX – AMENDMENT OF BYLAWS

Except as otherwise provided in the Declaration, amendments to these Bylaws may be proposed and adopted in the following manner:

- A. Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.
- B. The President shall appoint a By-Laws committee Chairperson when necessary. The bylaws Committee to consist of eligible homeowners whose duties will be to review and recommend amendments to the By-laws.
- C. Property owners may submit written, signed suggested amendments to a member of the Committee or place them in the Association's mailbox at the clubhouse.
- D. The committee shall consider the suggestions and determine amendment(s) to be proposed. In the event the revisions are extensive, the President may request a complete new issue of the By-laws to be made. Revised amendments or complete reissue of the By-Laws shall be submitted to the Board for review. The Board of Directors shall have fifteen (15) days to review the proposed revision to the Bylaws.
- E. A board approved Proposed Amended Bylaws or a summary of the amendment(s) in the Clubhouse at least ten (10) days prior to the next Civic or Special meeting.

Notice of the Special Meeting shall appear in the Newsletter at least 10 days prior to the meeting. The President will permit any eligible property owner to speak for a maximum of three (3) minutes on any amendment and/or portion of the revised issue of the By-laws. An amendment to the proposed amendment must be acted upon first, a majority vote of the eligible property owners present is required to include the secondary amendment into the original amendment.

- F. The President shall request, after discussion, a vote regarding the amendments or reissue. Approval by the Majority of eligible property owners in attendance is required for acceptance.
- G. Recording: Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are recorded in the Public Records of the County where the property is located. The certificate must identify the book and page of the Public Records where the Declaration is recorded.

ARTICLE X – COMPLIANCE, DEFAULT, and REMEDIES

In addition to the remedies provided in the Declaration, the following shall apply:

A. Fines. The Board of Directors may levy fines against lots whose owners commit violations of Florida law, the provisions of the Association's Governing Documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied lot. The procedure for imposing fines shall be as follows:

1. Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days and the notice shall include:
 - A statement of the date, time and place of the hearing;
 - A specific designation of the provisions of the Declaration, Bylaws or rules which that are alleged to have been violated;
 - A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 - The possible amounts of any proposed fine.
2. Hearing: At the hearing the party sought to be fined shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or

testimony presented by the Association. The hearing shall be conducted before a panel of three (3) lot owners appointed by the Board in accordance with Florida law. If the panel, by majority vote does not agree with the fine, it may not be levied.

B. Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the property free from unreasonable disruptions and annoyance by the minority.

ARTICLE XI - RULES and REGULATIONS

The Board of Directors may from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the lots, the common areas, and the operation of the Association. Copies of such rules and regulations shall be furnished to each lot owner. Any Rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the owners, and uniformly applied and enforced.

ARTICLE XII - APPLICABLE LAW

Notwithstanding any provisions of the Association's governing documents to the contrary, the Association hereby adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this amendment, as well as, all future amendments to the Florida Statutes, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

(The balance of this page has been left blank intentionally)

IN WITNESS WHEREOF, we have affixed our hands this 13 day of Nov 2013.

WITNESSES

Sign Sybil L. Burgess
Print SYBIL L. BURGESS

By: Michael Taylor
Michael Taylor
Title: President

Sign Margaret Taylor
Print MARGARET TAYLOR

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 13 day of nov, 2013, by Michael Taylor, as President Mainlands Five, Inc., a Florida not-for-profit corporation.

Personally Known

NOTARY PUBLIC - STATE OF FLORIDA

Produced Identification

Sign: Kathy Rouse
Print: KATHY ROUSE

My commission expires: November 26, 2016



KATHY ROUSE
MY COMMISSION # EE 854179
EXPIRES: November 26, 2016
Bonded Thru Budget Notary Services