

This Instrument Prepared By:
David Y. Klein, Esq.
MILBERG KLEIN P.L.
5550 Glades Road, Suite 500
Boca Raton, FL 33431

USPS
Priority

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT
MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

Pursuant to Chapter 712, Florida Statutes, the undersigned claimant files herewith this Notice of Preservation of Use Rights and in support, thereof, further states as follows:

The name and address of the entity filing this Notice of Preservation of Use Rights is MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), a Florida not-for-profit, 1405 Malibu Circle NE, Palm Bay 32905, having been organized for the purpose of operating and administering the real property pursuant to the recorded covenant restrictions pertaining thereto which were filed of record in the Official Records of Brevard County, Florida, as follows:

<u>Name</u>	<u>OR Book</u>	<u>Page</u>
Declaration of Covenants and Restrictions for Oakwood Villas II Property Owners	2516	1405
Certification of Original Articles of Incorporation of Oakwood Villas II Property Owners	3173	1148
Certification of Original By-Laws of Oakwood Villas II Property Owners	3173	1155
Certification of Amendment to the By-laws of Oakwood Villas II Property Owners	3173	1171
Certification of Amendment to the Declaration of Covenants and Restrictions for Oakwood Villas II Property Owners	3173	1175
Certification of Original Articles of Incorporation Of Oakwood Villas II Property Owners	3173	1148
Certificate of Amendment to the Articles of Incorporation of Oakwood Villas II Property Owners	3179	2503
Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas	3232	2505

**Amendment to Amended and Restated Declaration
of Covenants and Restrictions for Malibu Villas**

4167

1941

The Association has sent a Statement of Marketable Title Action in the form set forth in Florida Statutes, §712.061(1)(b), to all members of the Association, and attached hereto and by this reference makes a part thereof, an Affidavit executed by a member of the Association's Board of Directors affirming that the Board of Directors has caused the Statement of Marketable Title Action to be mailed to all members of the Association, and further attached hereto and by this reference make a part hereof, the original statement of Marketable Title Action which was mailed to all members of the Association, as composite Exhibit "A."

A full and complete descriptions of the lands affected by this Notice of Preservation of Use rights, is attached hereto, and by this reference, made a part hereof, as Composite Exhibit "B."

The real property interest claimed under this Notice of Preservation is the right to Preserve those certain use restriction, covenants, and agreements set forth in:

**Declaration of Covenants and Restrictions for
Mailbu Villas**

A true and correct copy of which is attached hereto, and by this reference, made a part hereof as Exhibit "C."

Sealed and delivered
in the presence of:

**MALIBU VILLAS PROPERTY
OWNERS ASSOCIATION, INC.**

[Signature]

By: Jacqueline A. Mullen

Witness Name: Bradley R. Jarvi

Print name: JACQUELINE A. MULLEN

[Signature]

Its: PRESIDENT

Witness Name: Debra Jarvi

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 26th day of June 2015, and acknowledged by Jacqueline Mullen, as the PRESIDENT of **MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC.**, who is personally known or has produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

[Notary Seal]

[Signature]
Notary Public
Print Name: LISA CANTLON



EXHIBIT A

to

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT**

**Affidavit affirming that the Association's Board of Directors
has caused a Statement of Marketable Title Action
to be mailed or hand delivered to the members of the Association.**

**AFFIDAVIT OF SERVICE OF
STATEMENT OF MARKETABLE TITLE ACTION**

I undersigned, JACQUELINE MULLEN, Agent for the Association whose name appears at the bottom of this affidavit do hereby swear and affirm that a copy of the attached Statement of Marketable Title Action for MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC., has been mailed or hand delivered in accordance with Florida Statutes §712.06.

Acknowledged this 26 day June 2015.

**MALIBU VILLAS PROPERTY OWNERS
ASSOCIATION**

BY: Jacqueline Mullen
Agent for Association

State of Florida
County of Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgment, PERSONALLY APPEARED, JACQUELINE MULLEN, who is personally known or has produced identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that she has freely and voluntarily executed the AFFIDAVIT OF SERVICE OF STATEMENT OF MARKETABLE TITLE ACTION, and that she has set her hand and seal thereto.

SWORN TO AND SUBSCRIBED before this 26th day of June 2015.

[Notary Seal]



LISA K. CANTLON
MY COMMISSION # FF 053645
EXPIRES: October 25, 2017
Bonded Thru Budget Notary Services

Lisa K. Cantlon
Notary Public
Print Name: LISA CANTLON

MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

STATEMENT OF MARKETABLE TITLE ACTION

MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), has taken action to ensure that the following governing documents:

- (A) Declaration of Covenants and Restrictions for Oakwood Villas II Property Owner's Association, Inc., originally recorded in Official Records Book 2516 Page 1405 of the Public Records of Brevard County, Florida;
- (B) Certification of Original Articles of Incorporation of Oakwood Villas II Property Owner's Association, Inc., originally recorded in Official Records Book 3173 Page 1148 of the Public Records of Brevard County, Florida;
- (C) Certification of Original By-Laws of Oakwood Villas II Property Owner's Association, Inc., originally recorded in Official Records Book 3173 Page 1155 of the Public Records of Brevard County, Florida;
- (D) Certificate of Amendment to the By-laws of Oakwood Villas II Property Owner's Association, Inc., originally recorded in Official Records Book 3173 Page 1171 of the Public Records of Brevard County, Florida;
- (E) Certificate of Amendment to the Declaration of Covenants and Restrictions for Oakwood Villas II Property Owner's Association, Inc. originally recorded in Official Records Book 3173 Page 1175 of the Public Records of Brevard County, Florida;
- (F) Certificate of Amendment to the Articles of Incorporation of Oakwood Villas II Property Owner's Association, Inc., originally recorded in Official Records Book 3179 Page 2503, of the Public Records of Brevard County, Florida;
- (G) Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas recorded in Official Records Book 3232 Page 2505, of the Public Records of Brevard County, Florida;
- (H) Amendment to Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas recorded in Official Records Book 4167 Page 1941, of the Public Records of Brevard County, Florida.

as has been and may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the Notice of Preservation of Use Rights as required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Brevard County, Florida. Copies of the Notice of Preservation of Use Rights, and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

EXHIBIT B

to

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT**

LEGAL DESCRIPTION OF PROPERTY:

All Lots, Blocks and Tracts except Tracts "A" "C" and "E" in Second Replat in Port Malabar Country Club Unit seven, a subdivision according the plat thereof, as recorded in Plat Book 30, Page 85 of the Public Records of Brevard County, Florida.

AND

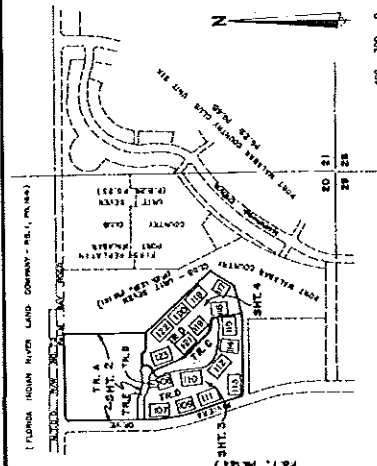
Tracts "B" and "D" in Second Replat in Port Malabar Country Club Unit seven, a subdivision according the plat thereof, as recorded in Plat Book 30, Page 85 of the Public Records of Brevard County, Florida.

SECOND REPLAT IN PORT MALABAR COUNTRY CLUB UNIT SEVEN

A RESUBDIVISION OF TRACT "C"
 PORT MALABAR COUNTRY CLUB UNIT SEVEN (P.B. 25, PAGE 12) SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST
 CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

GENERAL NOTES

1. * DENOTES PERMANENT REFERENCE MONUMENT INDICATED #2250.
2. * DENOTES PERMANENT REFERENCE MONUMENT INDICATED #2250.
3. * DENOTES PERMANENT REFERENCE MONUMENT INDICATED #2250.
4. * DENOTES PERMANENT REFERENCE MONUMENT INDICATED #2250.
5. * DENOTES PERMANENT REFERENCE MONUMENT INDICATED #2250.



LOCATION & KEY MAP

SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST
 CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION
 ALL OF TRACT "C", PORT MALABAR COUNTRY CLUB UNIT SEVEN
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25
 AT PAGE 12, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,
 SAID LANDS LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE
 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AND
 CONTAINING 2670 SQ. FT. MORE OR LESS.

CERTIFICATE OF APPROVAL BY SUBDIVISION
 THIS IS TO CERTIFY THAT ON [DATE] I HAVE EXAMINED THE
 CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA,
 [NAME], [TITLE], AND ALL THE RECORDS AND PLANS ON
 FILED IN THE OFFICE OF THE COUNTY CLERK OF BREVARD COUNTY,
 FLORIDA, AND I HAVE FOUND THAT THE SAME ARE IN ACCORDANCE
 WITH THE CITY CHARTER AND ORDINANCES.
 [NAME], [TITLE]

CERTIFICATE OF DEDICATION
 I HEREBY CERTIFY THAT I HAVE EXAMINED THE
 FOREGOING PLAT AND THAT THE SAME IS IN ACCORDANCE
 WITH ALL THE REQUIREMENTS OF THE CITY CHARTER AND
 ORDINANCES OF THE CITY OF PALM BAY, FLORIDA,
 AND I HAVE FOUND THAT THE SAME ARE IN ACCORDANCE
 WITH THE CITY CHARTER AND ORDINANCES.
 [NAME], [TITLE]

GENERAL DEVELOPMENT CORPORATION, A DELAWARE
 CORPORATION AUTHORIZED TO DO BUSINESS IN THE
 STATE OF FLORIDA, BY ITS duly elected OFFICERS,
 DIRECTORS, MANAGERS, AGENTS AND ATTORNEYS,
 OF DIRECTORS, HEREBY CERTIFIES THAT IT IS THE
 OWNER OF THE LAND DESCRIBED IN THE CITY OF PALM BAY
 COUNTRY CLUB UNIT SEVEN.

GENERAL DEVELOPMENT CORPORATION, ITS SUCCESSORS
 AND ASSIGNS HEREBY WARRANTS FOR PUBLIC
 UTILITIES TO ALL TRACTS SHOWN ON THIS PLAT,
 WITH REFERENCE TO ALL TRACTS SHOWN ON THIS PLAT,
 GENERAL DEVELOPMENT CORPORATION HEREBY CONVEYS
 TO ALL SUBURBAN WAY AND THE RIGHT OF INGRESS
 AND EGRESS THEREON AND RIGHT TO USE PORTWAYS
 SUPPLIED FOR THE DEPARTMENT OF PUBLIC UTILITIES.

TRACT "A" IS DESIGNATED FOR USE AS OPEN SPACE,
 RECREATION PURPOSES, AND OTHER MEANED OF
 ACCOMMODATING TO PROJECT OWNERS ASSOCIATION,
 INC., UPON SUCH TERMS AND CONDITIONS AS MAY
 BE DETERMINED BY THE BOARD OF DIRECTORS OF
 SAID ASSOCIATION FOR USE AS TRAILHEAD, UTILITIES,
 SERVICE STREETS, ROADS AND PARKING AREAS,
 SUBJECT OF THE ADDRESS OF SAID ASSOCIATION UPON
 WHICH TERMS AND CONDITIONS AS MAY HEREAFTER BE
 PLACED OF RECORD.

TRACTS "C" AND "D" ARE DESIGNATED FOR USE AS
 TRACTS "E" AND "F" ARE NOT DESIGNATED TO
 THE PUBLIC.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION
 HAS CAUSED THIS CERTIFICATE TO BE SIGNED AND ATTESTED BY ITS OFFICERS NAMED
 BELOW AND ITS CORPORATE SEAL TO BE AFFIXED
 THIS 25th DAY OF [DATE] 1992.

GENERAL DEVELOPMENT CORPORATION
 BY [NAME], VICE PRESIDENT
 ATTEST: [NAME], SECRETARY

ACKNOWLEDGMENT
 STATE OF FLORIDA)
 COUNTY OF DADE)

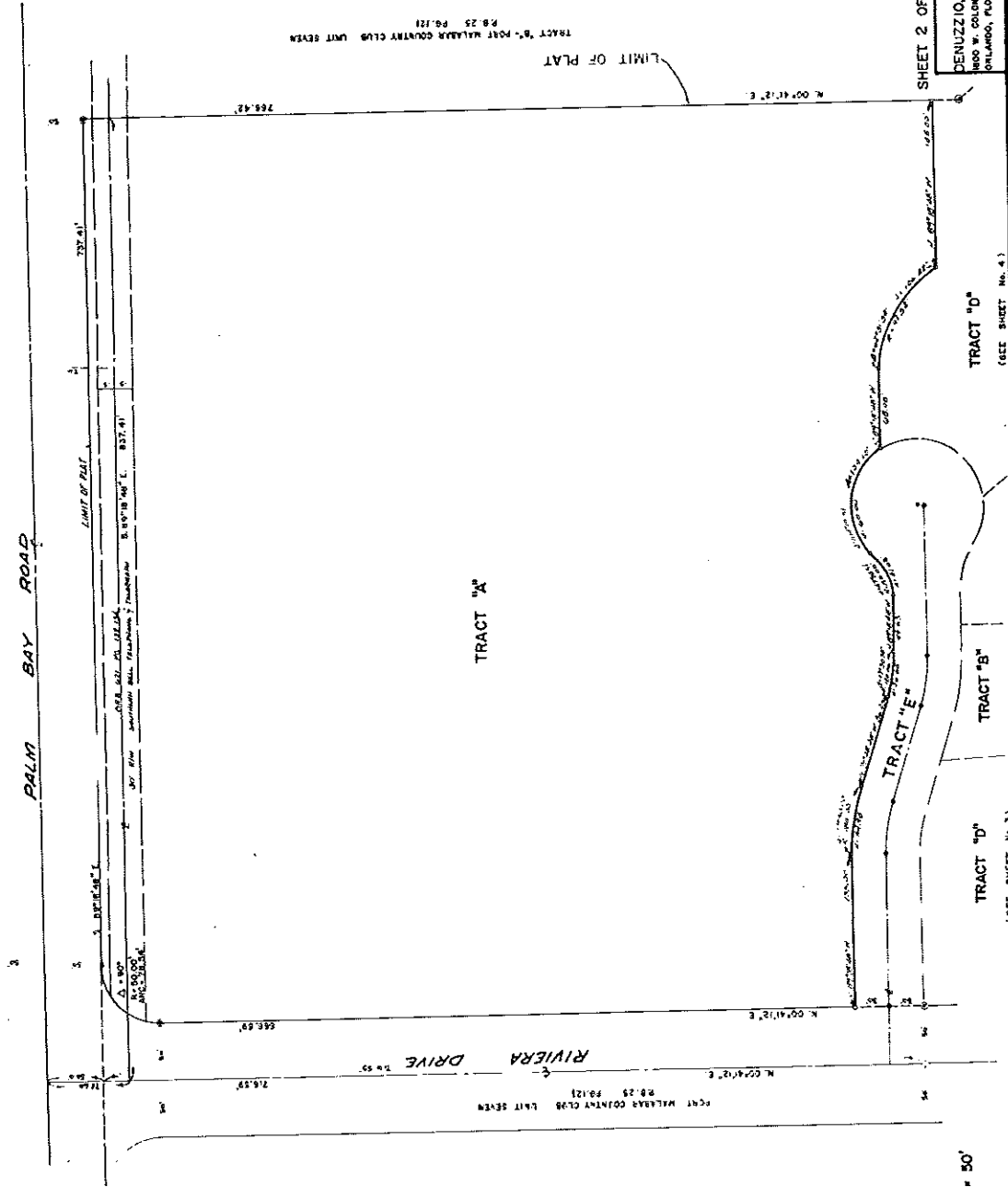
NOTARY PUBLIC
 [NAME], [TITLE]

MY COMMISSION EXPIRES [DATE]

STATE OF FLORIDA)
 COUNTY OF DADE)
 [NAME], [TITLE]

BENUZZIO, SHALLOWAY & ASSOC'S,
 1800 WEST COLONIAL DRIVE
 ORLANDO, FLORIDA 32804

SECOND REPLAT IN
 PORT MALABAR COUNTRY CLUB UNIT SEVEN
 A RESUBDIVISION OF TRACT "C" "PORT MALABAR COUNTRY CLUB UNIT SEVEN "AS
 RECORDED IN PLAT BOOK 25 PAGE 121
 SECTION 20 TOWNSHIP 28 SOUTH RANGE 37 EAST
 CITY OF PALM BAY BREVARD COUNTY FLORIDA



SHEET 2 OF 4 0 LOTS THIS SHEET
 DENUZZIO, SHALLOWAY, & ASSOCIATES
 880 W. COLONIAL DRIVE
 PALM BAY, FLORIDA 32909

SCALE: 1" = 50'

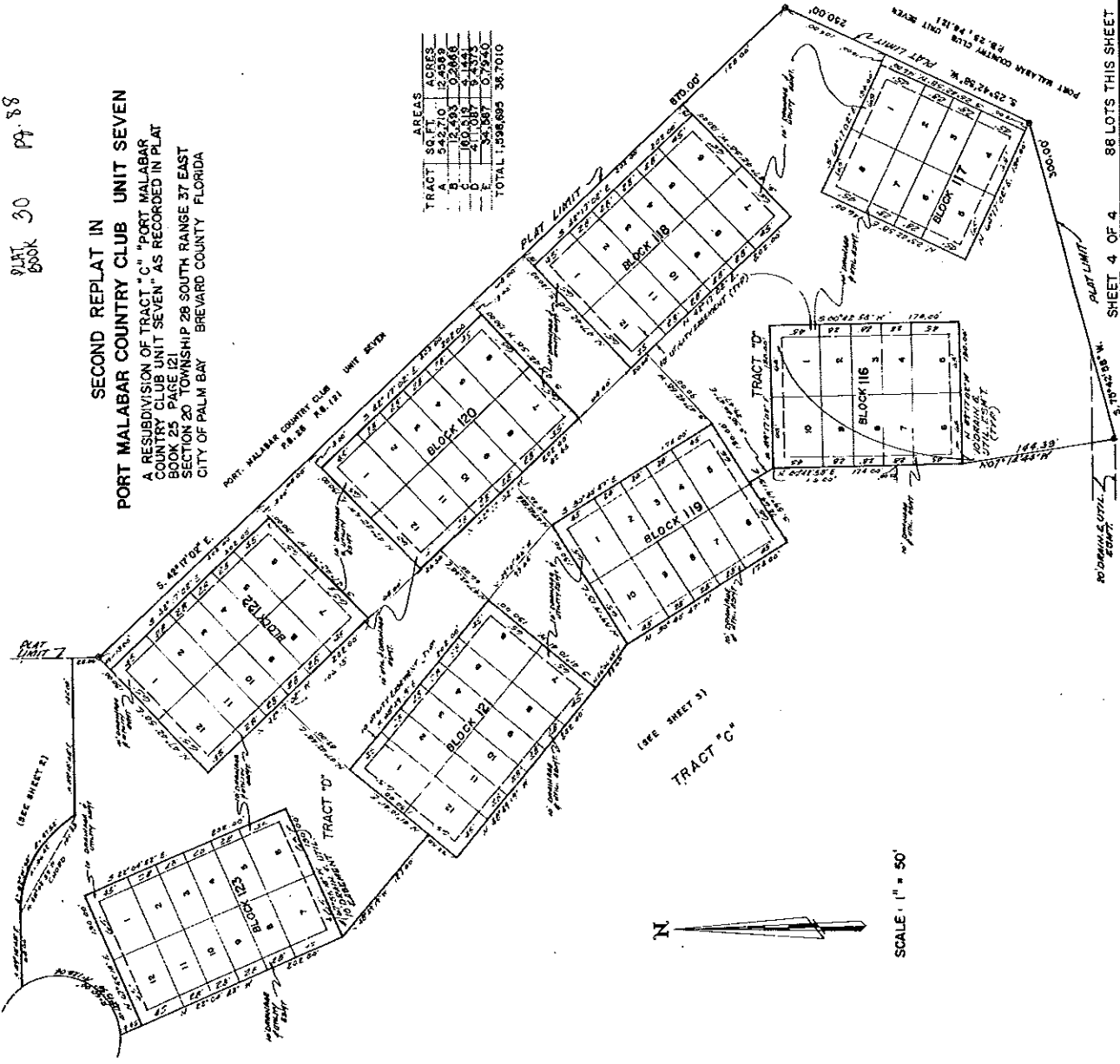
(SEE SHEET No. 3)
 (SEE SHEET No. 4)

TRACT "B", PORT MALABAR COUNTRY CLUB UNIT SEVEN
 P.B. 25 PG. 121

**SECOND REPLAT IN
PORT MALABAR COUNTRY CLUB UNIT SEVEN**

A RESUBDIVISION OF TRACT "C" "PORT MALABAR COUNTRY CLUB UNIT SEVEN" AS RECORDED IN PLAT BOOK 23 PAGE 121
SECTION 20 TOWNSHIP 28 SOUTH RANGE 37 EAST CITY OF PALM BEACH BREWARD COUNTY FLORIDA

TRACT	SQ. FT.	ACRES
A	542,710	12.4589
B	12,493	0.2860
C	411,087	9.4173
D	345,587	7.9250
TOTAL		1,398,895



(SEE SHEET 3)
TRACT "C"



SCALE: 1" = 50'

SHEET 4 OF 4 88 LOTS THIS SHEET
DENUEZZIO, SHALLOWAY, & ASSOCIATES
1800 W. COLONIAL DRIVE
ORLANDO, FLORIDA 32804

EXHIBIT C

to

**NOTICE OF PRESERVATION OF USE RIGHTS
UNDER THE MARKETABLE RECORD TITLE ACT**

<u>Name</u>	<u>OR Book</u>	<u>Page</u>
Declaration of Covenants and Restrictions for Oakwood Villas II Property Owners	2516	1405
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Certification of Original By-Laws of Oakwood Villas II Property Owners	3173	1155
Certification of Amendment to the By-laws of Oakwood Villas II Property Owners	3173	1171
Certification of Amendment to the Declaration of Covenants and Restrictions for Oakwood Villas II Property Owners	3173	1175
Certification of Original Articles of Incorporation Of Oakwood Villas II Property Owners	3173	1148
Certificate of Amendment to the Articles of Incorporation of Oakwood Villas II Property Owners	3179	2503
Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas	3232	2505
Amendment to Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas	4167	1941

THIS INSTRUMENT PREPARED BY:
PETER L. BRETON, ESQUIRE
1111 South Bayshore Drive
Miami, FL 33131

GENERAL DEVELOPMENT CORPORATION)
A Delaware Corporation
TO WHOM IT MAY CONCERN

REC FEE) \$ 125.00
DOC ST) \$
INT TAX) \$
SER CHG) \$

REC'D PAYMENT AS
INDICATED FOR CLASS
C' INSAURABLE & DOC
STAMP TAXES SIGNED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this Fifth day of June, 1984, by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Schedules "A" and "B" attached to this Declaration and desires to create thereon a planned residential community with open spaces and greenbelts for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces, greenbelts, and other common facilities; and to this end, desires to subject the real property described in Schedules "A" and "B" together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer intends to incorporate under the laws of the State of Florida as a non-profit corporation, Oakwood Villas II Property Owners' Association, Inc. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

Article I.
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Oakwood Villas II Property Owners' Association, Inc.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties which are intended to be devoted to common use and enjoyment of the owners of The Properties, as more fully described in Article II, Section 2 hereof and on Schedule "B" attached hereto.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

RETURN TO: GENERAL DEVELOPMENT CORPORATION, c/o M. E. Broom
2500 Port Malabar Blvd, N. E., Palm Bay, FL 32905

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1405

g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

Article II.
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Brevard County, Florida, and is more particularly described as follows:

Lots and tracts situated in Second Replat in Port Malabar Country Club Unit 7, a subdivision according to the plat thereof as recorded in Plat Book __, Page __ of the Public Records of Brevard County, Florida, as shown on Schedules "A" and "B" attached hereto.

all of which said lots and tracts shall hereinafter be referred to as "The Properties".

Section 2. Common Properties. The properties described in Schedule "B" attached hereto, being Second Replat in Port Malabar Country Club Unit 7, a subdivision according to the plat thereof as recorded in Plat Book __, Page __ of the Public Records of Brevard County, Florida, shall be referred to as "Common Properties", shall be dedicated as private streets, recreational and/or park areas, for drainage and utility purposes and for ingress and egress and that the use of said common properties shall be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined.

Section 3. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

a. Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

b. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing properties except as hereinafter provided. In no event shall any merger, consolidation or dissolution of the Association impose upon the City of any responsibility or liability for the enforcement of the covenants and restrictions contained herein or for the maintenance of any common properties dedicated herein to private use.

Article III.
MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two and one-third (2 1/3) votes for each lot in

which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the earlier of the following events:

a. Within one hundred twenty (120) days after the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

b. Three years after conveyance of the first fee simple title to any family residence lot.

The Developer is prepared to convey, upon such earlier event, a legal title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1 of this Article.

Section 3. Turnover. Upon the happening of the event described in Section 2, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors; the then officers and directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as General Development Corporation is the owner of one lot in the said subdivision, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only by the Developer.

The Developer can turn over control of the Association to members by calling a meeting for the election of directors prior to the time it owns fewer than thirty (30%) percent of the Lots, or in its sole discretion, by causing all of its appointed directors to resign. At such time as the Developer's directors resign or the Developer is otherwise obligated or desires to turn over control of the Association or call the first meeting of members for the election of directors, it shall be the affirmative obligation of the members to elect directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after members first elect the members of the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots at all meetings of members whether annual or special.

Section 4. Quorum. Except as provided in Article V, Sections 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-third of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

Article IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member subject to assessments as provided in Article V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Properties to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except

real property taxes for the year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 6 of this Article.

Section 3. Use of Common Properties for Drainage. The Common Properties may be used for drainage and the temporary retention of storm water runoff from The Properties and other contiguous property, as well as for open space, recreation, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water runoff of The Properties or other contiguous property.

a. As hereinbefore provided, the obligation to maintain the Common Properties for drainage purposes shall be an obligation of the Association unless and until the area becomes subject to a governmental special assessment district for maintenance and control thereof at which time the Association shall relinquish control and each member of the Association shall be required to make payments of the assessment established by the governmental authority.

b. In the event this Association is dissolved or otherwise ceases to exist, then in such event the Association shall have the right to assign, transfer and deliver over to a governmental authority or to any other like organization the powers herein reserved to this Association. However, the City of and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

c. The property herein referred to may also become subject to a municipal special assessment district for maintenance and control of the drainage system. In the event that the subject property does become subject to such municipal special assessment district, then the Association herein described, i.e., Oakwood Villas II Property Owners' Association, Inc., shall relinquish control of the drainage system and transfer title thereto to such district. In such event the maintenance assessments hereinafter referred to shall be reduced by the amount the Association has budgeted for maintenance and control of the drainage system, and the Class "A" members shall be billed and shall be responsible for payment of their individual share to such maintenance district. In the event that the Association establishes a higher level of maintenance over the drainage system than that required by the governmental authority, then in such event the assessments will be increased by that amount and shall be payable proportionately by the Class "A" Members.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

b. the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

c. the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment and voting rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

d. the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

e. the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and,

f. the drainage and temporary retention of storm water runoff uses of the Common Properties referred to in Section 3 of this Article, and elsewhere herein; and,

g. the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility, subject to the acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which written notice was sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was obtained, agreeing to such dedication or transfer.

Section 5. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the Members entitled thereto. No parking shall be permitted in other than designated parking areas.

Section 6. Utility Easements. There is reserved unto the Developer until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of public utilities and temporary roads on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 7. Party Walls. Each wall which is built as a part of the original construction of homes upon The Properties and placed on the dividing line between portions of the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

a. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

b. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

c. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

d. Easement. Each unit owner grants to the owners of adjoining units and to the Association an easement over, upon, and across his land for the purpose of performing such maintenance as may be required including, but not limited to, repairing party walls, painting and lawn and sprinkler maintenance.

e. Right to Contribution Runs with Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 8. The Association has the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 9. Hazard and Flood Insurance. Each Owner, except the Developer, shall obtain and continuously keep in force hazard insurance and flood insurance in such form and with such policy limits as the Association may require. Each Owner shall promptly provide evidence of such insurance to the Association upon demand.

Upon Owner's neglect or refusal to obtain such insurance after reasonable notice of the deficiency has been given, the Association may obtain such insurance on behalf of the Owner, and the cost thereof shall be assessed against the Lot or Living Unit and shall be added to and become a part of the annual maintenance assessment to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

Article V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot owned by it within the properties as more particularly described in attached Schedule A, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges; and,
- b. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and
- c. Assessments for drainage maintenance; and
- d. Initial working capital fund assessment;

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as for the purpose of payment for drainage maintenance and, where applicable, taxes assessed by a special taxing district.

The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the "Date of Commencement".

The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be divided by four and shall become due and payable on the first day of each calendar quarter (i.e. January, April, July and October) of the calendar year, provided, however that if the Federal National Mortgage Association (FNMA) shall disapprove quarterly collection of assessments, then the assessment for any year, after the first year, shall be divided by twelve and shall become due and payable on the first day of each calendar month for the twelve months of the calendar year.

The amount of the first Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 4 hereof as the number of months remaining in the year of the first Annual Assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any

special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. Except as hereinafter otherwise provided, from the date of commencement of Annual Assessments until the control of the Association is turned over to the Class "A" Members as provided in Article III, Section 3 hereof, the initial Annual Assessments for the unit owners of properties described in Schedule "A" shall be as determined by the Board of Directors of the Association, with the condition that notice of the amount of such Annual Assessments shall be delivered to the purchasers of each of such units at or prior to the date of the execution of the Contract to Purchase by such unit owner.

Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. Thereafter, the Developer shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

From and after the date of such "turn over", the Annual Assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year, or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided however, that such increase shall not be in excess of fifteen 15% percent above the assessment for the previous year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Provided further that no change in assessments affecting the Developer shall be made without the consent of the Developer first had and obtained.

Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Section 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot, Living Unit or Business Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a

roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. The Lot Owner (except the Developer) agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided in the Articles of the Association and the By-Laws. The Lot Owner agrees and understands that in the event that a Lot Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot Owner's Lot in the form of a statement signed by the President, Vice President, or Attorney of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Lot Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to recording of the lien hereunder, and also subordinate to a deed given to a mortgagee if an only if given in lieu of foreclosure of such prior recorded mortgage and in full satisfaction thereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot or Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Properties as defined in Article I, Section 1 hereof.

Section 12. Working Capital Fund. A working capital fund shall be established for the initial months of the project operation equal to a two months' estimated common area charge for each family residential lot. Each lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each lot and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Article VI.
ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by the Board of directors of the Association, an Environmental Control Committee, which committee shall consist of three or more members. During the time that the Developer is in control of the Association, the Committee will consist of the following: the Secretary of the Association, the Association, an officer of the Environmental Planning and Design Office of General Development Corporation, and the General Manager of the community in which the subject property is located.

Section 2. Review by Committee. After "turnover", the Committee, in its review of all proposed construction, modifications, or alterations to existing structures, shall be guided by the following standards of environmental control, to wit: those included in Article IX hereof, and,

a. Architectural Control. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed forty-five (45) days after receipt of same.

b. Existing Trees. Existing trees on the property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental Control Committee.

c. Landscaping Approval. No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the dwelling house on any lot or in common areas shall be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved by the Environmental Control Committee as to the preservation of the natural view and aesthetic beauty which each Lot and the community is intended to enjoy. Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the locations of same in relation to all other Lots subjects to these restrictions.

d. Committee Approval. Approval of said plans by the Environmental Control Committee may be withheld if in the opinion of the Committee the view of any Lot would be impeded by the location of such tree, bush, shrub or plant, or in any other manner. In any event, the Committee shall have the right to require any member to remove, trim, or prune any tree, or shrub, which in the reasonable belief of the Committee impedes or detracts from the view of any Lot.

Section 3. Variances. The Board of Directors of the Association or the Environmental Control Committee appointed by the Board may, with the approval of the City of Planning and Zoning Board, approve variances to the requirements of Article IX, Section 2.

Section 4. Attorneys' Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

Article VII.
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with Owner, or upon determination by the Association that an Owner has failed to maintain the exterior of his Living Unit in accordance with general standards of the community and above and beyond maintenance furnished by the Association, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association may provide such exterior maintenance upon each such Living Unit as, in the opinion of the Association, may be necessary. The cost thereof shall

be assessed to the Owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the Annual Maintenance Assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of this Annual Assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that, the Board of Directors of the Association, when establishing the Annual Assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day except Sunday.

Section 4. Common Area Maintenance. Common Area Maintenance may include, but is not necessarily limited to, the following items:

- a. Grounds maintenance of the common area including mowing, fertilizing, insecticides, landscaping plant material, etc.
- b. Irrigation system maintenance, if any.
- c. Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc. and maintenance of fence surrounding pool area, if any.
- d. Maintenance of bath house building and other attendant facilities, including air conditioning equipment, including the "Tot" lot and equipment, if any.
- e. Parking lot cleaning and maintenance, if any.
- f. Waste removal from common areas.
- g. Maintenance of perimeter feature, if any, and/or signs, if any.
- h. Maintenance of private streets, street lights and private roads, if any.
- i. Utilities for common areas including water, sewer and electricity.
- j. Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- k. Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- l. A reserve for future maintenance and repairs.

Section 5. Individual Maintenance. There shall be included in the monthly maintenance charges the cost of exterior painting and repairing or replacing of roofs and exterior building surfaces.

Article VIII. WATER AND SEWER UTILITIES

Section 1. Mandatory Connection. Developer and its wholly owned subsidiary, General Development Utilities, Inc. (hereinafter referred to as "Utilities"), and their respective successors and assigns, hereby declare that Developer, and all persons claiming by, through, and under Developer as owners of Lots or Living Units shall, within not more than sixty (60) days after the water distribution mains and/or sewage collection lines become available to serve a particular Lot or Living Unit, be required to connect to and make use of the water and/or sewer services furnished by Utilities and shall pay to Utilities, in addition to the prescribed connection charges and monthly service charges then in effect under the rules, regulations and rate schedules of Utilities, a utilities extension fee (for plant capacity and main lines).

Section 2. Prohibition of Individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot or Living Unit from such time when central water and/or sewer service or services are made available.

Section 3. It shall be a requirement that no water closet be installed in any building or home to be constructed on any of the properties having a capacity in excess of 3.5 gallons.

Section 4. Enforcement. The extension of water and/or sewer lines by Utilities into The Properties shall, as to each Lot or Living Unit and to the extent of the utilities extension fees referred to in Section 1 above, constitute and shall be deemed an improvement to each such Lot or Living Unit. In the event that Developer or Owner of Lots or Living Units claiming by, through or under Developer, fail or refuse to connect to and utilize the water and/or sewer systems of Utilities, when same become available and make payment of the utilities extension fees and/or charges as prescribed above, Utilities may enforce the obligation to connect and to make such payment, together with all costs of enforcement and collection, including a reasonable attorneys' fee. Utilities shall, in addition to other remedies available to it as prescribed by Florida law, be entitled to have and enforce a mechanic's lien and give notice thereof among the Public Records of Brevard County.

Section 5. Reservation of Water Rights. General Development Corporation, as the Developer, reserves to itself and its successors and assigns all water rights below 400 feet in depth under all of the properties described in Schedules "A" and "B" attached hereto, but with no right of surface access thereto.

Article IX.
UNIFORM GENERAL REQUIREMENTS

Section 1. Residential Lots; Use and Minimum Square Footage Requirements. The lots in this subdivision are designated as single-family residence lots.

No single-family residence shall be otherwise subdivided. Any subletting of the residence, sharing rent with another not a lessee, or subletting by renting a room or rooms is expressly prohibited.

Section 2. Minimum square footage and building setback requirements shall be in accordance with the Ordinances and Building Codes of the City of Palm Bay.

Section 3. Recreational Vehicles. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently. The phrase "recreational vehicle" shall mean every licensed vehicle and conveyance designed, used or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer or other similar use.

Section 4. Parking. No truck exceeding one-ton capacity or recreational vehicle or boat shall be parked overnight in areas zoned residential unless the truck is employed in the construction of new residential units.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any single family residence Lot, except signs permitted either by Brevard County or by the City of
or signs used by a builder to advertise the property during the construction and sales period, all of which shall be approved by the Board of Environmental Control Committee.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 7. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers and placed in the trash enclosures, if provided in the project. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown or unsightly.

Section 8. Planting. No hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the

street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six (6') feet above the roadway intersection elevation to prevent obstruction of sight lines. The Environmental Control Committee may grant exceptions in specific instances.

Section 9. Tree Preservation. No large trees measuring six (6") inches or more in diameter at ground level may be removed without the written approval of the Environmental Control Committee, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building. No trees shall be removed from any Lot without the consent of the Environmental Control Committee, until the Owner shall be ready to begin construction.

Section 10. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any Lot or parcel.

Section 11. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each Lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible. Each Owner is granted an easement over, upon and across the land of the adjoining Owner on each side for the purpose of maintaining, painting and repairing the extension of the wall on said Owner's property.

Section 12. Encroachment on Lots. In the event that any portion of any roadway, drainageway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Developer or its designee, successor or assign encroaches on any Lot, it shall be deemed that the Owner of such Lot has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, sprinkler system or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or structure if same are constructed in substantial conformance to the original. Other encroachments may be maintained as herein provided. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 13. Easement for Walkways. The Developer reserves to itself and its successor and assigns the right to construct walkways between the homes for the benefit of the occupants and their guests. To this extent and for this purpose the Developer reserves an easement over and across said walkways.

Section 14. It is understood and agreed that said premises may not and shall not be used for convalescing or custodial care as a home occupation.

Section 15. Additional Rules and Regulations. So long as it retains control, the Developer, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

Article X.

• GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by the Developer and, after "turnover", by recording among the Public Records of Brevard County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that

purpose, the fee owners of two-thirds (2/3) of the Lots in each class in the hereinabove described property have approved such amendment. Provided, however, that no such amendment may be made subsequent to the date on which control of the Association is turned over to the Class "A" Members as provided herein, without written consent of General Development Corporation, its successors and/or assigns; provided further that no amendment affecting the rights or obligations of General Development Corporation, its successors or assigns, may be made after the "turnover" without the written consent of General Development Corporation, its successors and/or assigns; and that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners; provided further that any amendment which would affect the surface water management system, including the water management portions of the common areas, as provided in Article IX hereof, must have the prior approval of the St. John's River Water Management District.

Section 2. Duration. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section 1 of this Article. Thereafter, and after the expiration of said initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by an proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 6. Information. The Association is required to make available to family residence lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 7. Financial Statements. Any holder of a first mortgage shall be or is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 8. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the property number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any property on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owned by an owner of a property subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 9. Insurance and Fidelity Bonds. The Association has a duty to maintain in effect casualty and liability insurance and fidelity bond coverage as specified in Section 803.07p of the FNMA Conventional Home Mortgage Selling Contract Supplement.

Section 10. Oakwood Villas II Master Association This property is subject to a Master Declaration of Oakwood Villas II (A copy of the proposed Declaration is contained in Schedule "C"). The Oakwood Villas II Master Association, Inc., was created for the purpose of maintaining such common facilities as the common private road within the property, surface water drainage and a common wall around the perimeter of the Property. The Property Owners' Association will be a member of Oakwood Villas II Master Association, Inc. The Property Owners' Association will be responsible for paying to the Master Association assessments for maintaining these common facilities. In the event the Property Owners' Association fails to pay the assessment to the Master Association, then the Master Association will have a lien against all of the Lots to secure that payment. A Lot Owner may secure individual release of such lien.

Article XI.
RESERVATIONS

Section 1. There is reserved to the Association the ownership and control of all areas dedicated for drainage easements so that the Association shall have the right and power to operate and maintain the drainage system.

Section 2. The Association reserves to itself the right to levy assessments against all owners for the purpose of operating and maintaining such drainage system and in connection therewith, reserves to itself the lien rights as provided in Article VI, Section 9 hereof.


Section 3. In the event that the Association is dissolved or its existence is otherwise terminated, then in such event the Association reserves the right to transfer and assign its ownership and control over such drainage maintenance areas to a governmental authority or to another incorporated property owners' association with like powers, subject to acceptance by the governmental authority


Section 4. In the event the Association exercises its right to assign, transfer and deliver over to a governmental authority as provided in Article IV, Section 3(b), Section 4(g) and Article XI, Section 3, then in such event or any of them it is understood and agreed that the City of shall be under no obligation to accept such transfer or assignment, nor shall the County of Brevard be under any obligation at any time to enforce any of the restrictions and covenants contained herein.

Section 5. It is acknowledged that pursuant to paragraph 2 of the Master Declaration for Oakwood Villas II, the Oakwood Villas II Master Association, Inc., is also to maintain a common wall which may be constructed upon the property, and is to maintain the surface water management system for the property, and accordingly easements for such maintenance are hereby created in favor of Oakwood Villas II Master Association, Inc., which easement shall survive the termination of this Property Owners' Association. The provisions of this paragraph may not be amended without the joinder of Oakwood Villas II Master Association, Inc.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this Fifth day of June, 1984

GENERAL DEVELOPMENT CORPORATION

BY: 
TORE T. DEBELLA
Senior Vice President


Nancy H. Roen
Secretary

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STATE OF FLORIDA)
COUNTY OF DADE) ss.

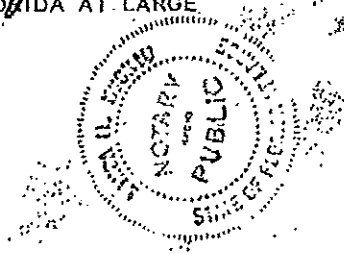
I HEREBY CERTIFY that on this fifth day of June, 1984, before me personally appeared Tore T. DeBella and Nancy H. Roen, Senior Vice President and Secretary, respectively, of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, known by me to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said Corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF
FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/12/1984
BONDED 1000 GENERAL LIABILITY INSURANCE



SCHEDULE "A"
Existing Properties of
Oakwood Villas II
Property Owners' Association, Inc.
All Lying and Being in the Plat Entitled
Second Replat in Port Malabar Country Club Unit 7,
a subdivision according to the
plat thereof as recorded
in Plat Book __, Page __
of the Public Records of
Brevard County

All Lots, Blocks and Tracts except
Tracts "A", "C", and "E"

SCHEDULE "B"
Common Properties of
Oakwood Villas II
Property Owners' Association, Inc.
All Lying and Being in the Plat Entitled
Second Replat in Port Malabar Country Club Unit 7,
a subdivision according to the
plat thereof as recorded
in Plat Book , Page
of the Public Records of
Brevard County

TRACTS "B" and "D"

SCHEDULE "C"
PROPOSED DECLARATION OF
OAKWOOD VILLAS II
MASTER ASSOCIATION, INC.

MASTER DECLARATION
FOR
OAKWOOD VILLAS II

THIS MASTER DECLARATION for OAKWOOD VILLAS II is made this ^{5th} day of June, 1984, by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred to as "DECLARANT."

PREAMBLE:

DECLARANT currently owns real property, hereinafter referred to as the "SUBJECT PROPERTY," which is described in Exhibit "A" attached hereto and made a part hereof, and is located in Brevard County, Florida.

Various types of residential dwelling units, will be constructed within the SUBJECT PROPERTY which will be subject to the jurisdiction of various homeowners and condominium associations. DECLARANT desires to establish an overall master association, the members of which shall be all homeowners and condominium associations, and owners of property not subject to the jurisdiction of a homeowners or condominium association, in order for the master association to: (i) own, operate, administer, maintain and repair portions of the SUBJECT PROPERTY, and engage in various activities, for the benefit of all residents and owners of the SUBJECT PROPERTY.

DECLARANT deems it desirable to delegate and assign to OAKWOOD VILLAS II MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, certain powers and responsibilities, including without limitation: (i) certain powers and duties of the ownership, operation, administration, maintenance and repair of the portions of the SUBJECT PROPERTY; (ii) the right to assess the members of the master association for the expenses to be incurred by OAKWOOD VILLAS II MASTER ASSOCIATION, INC.; and (iii) the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES mean the Articles of Incorporation of the MASTER ASSOCIATION, as same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against an OWNER or a MEMBER for the payment of the OWNER's or MEMBER's share of COMMON EXPENSES, and/or any other funds which an OWNER or MEMBER may be required to pay to the MASTER ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 BOARD means the Board of Directors of the MASTER ASSOCIATION.

1.04 BYLAWS mean the Bylaws of the MASTER ASSOCIATION, as same may be amended from time to time.

1.05 COMMON AREAS means any property, whether improved or unimproved, or any interest therein, now or hereafter owned by the MASTER ASSOCIATION for the benefit, use and enjoyment of the MEMBERS of the MASTER ASSOCIATION and the residents and owners of the SUBJECT PROPERTY, or any other property which is declared to be a COMMON AREA by this DECLARATION.

1.06 COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the MASTER ASSOCIATION, including, but not limited to, the following:

1.06.1 Expenses incurred in connection with any COMMON AREA, including, but not limited to, utilities, taxes, assessments, fees, insurance, operation, maintenance, repairs, improvements and alterations.

1.06.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA, or in connection with the performance of the MASTER ASSOCIATION's duties.

1.06.3 Expenses incurred in connection with the administration and management of the MASTER ASSOCIATION.

1.06.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.06.5 Any expense of prosecuting or defending any action for or against the MASTER ASSOCIATION, including attorneys' fees.

1.07 COMMON SURPLUS means the excess of all receipts of the MASTER ASSOCIATION over the amount of COMMON EXPENSES.

1.08 DECLARANT means GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, or any successor of DECLARANT who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located.

1.09 DECLARATION means this Master Declaration for Midport Place as it may be amended from time to time.

1.10 HOMEOWNERS ASSOCIATION means a non-profit corporation, other than the MASTER ASSOCIATION, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the SUBJECT PROPERTY, and whose members consist of OWNERS of any PROPERTY affected by any such declaration. For purposes of this DECLARATION, the PROPERTY affected by any such declaration shall be deemed to be operated, and subject to the jurisdiction of, the respective HOMEOWNERS ASSOCIATION.

1.11 INSTITUTIONAL LENDER means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States government, the Federal National Mortgage Association (FNMA), mortgage bank, insurers or guarantors of any first mortgage, or any other lender generally recognized as an institutional lender, or DECLARANT or any lender related to DECLARANT, holding a first mortgage on any UNIT for PROPERTY, or any entity holding a construction mortgage given by DECLARANT on any portion of the SUBJECT PROPERTY.

1.12 OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.13 MASTER ASSOCIATION means OAKWOOD VILLAS II MASTER ASSOCIATION, INC., a Florida corporation not-for-profit.

1.14 MEMBER means a member of the MASTER ASSOCIATION, as provided in Paragraph 3.06 of this DECLARATION.

1.15 PERSON means an individual, partnership, syndicate, association, corporation, or any other legal entity.

1.16 PLANNED UNIT means a UNIT which may be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNIT within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a recorded Declaration of Condominium or amendment thereto, a site plan approved by an controlling governmental authority, a recorded plat, a land use plan on file with an/or approved by any controlling governmental authority, or a good

faith written estimate of the total number of UNITS which may be constructed within the PROPERTY made by the OWNER, which shall be subject to the reasonable approval of the BOARD and in any event shall not exceed the maximum number of UNITS that may be constructed with the PROPERTY pursuant to the regulations of the controlling governmental authority, in that order of priority, (ii) less the number of UNITS actually existing within the PROPERTY.

1.17 PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS located upon or within the PROPERTY.

1.18 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, including any property which may from time to time be added to this DECLARATION by an amendment.

1.19 UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium parcel. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.20 UNIT OWNER means the record holder(s) of the fee title to a UNIT.

2. COMMON AREAS AND OBLIGATIONS OF THE MASTER ASSOCIATION.

2.01 Common Roads. It is acknowledged that one or more private roads will be constructed within the SUBJECT PROPERTY for the common use of all of the residents of the SUBJECT PROPERTY, and their guests and invitees. Upon the conveyance to the MASTER ASSOCIATION of the property containing any such road, or upon the conveyance of an easement to the MASTER ASSOCIATION for any such road, such road shall be a COMMON AREA, and shall be maintained by the MASTER ASSOCIATION. However, the MASTER ASSOCIATION shall only be required to maintain the pavement surface of the common road within the property or easement conveyed to the MASTER ASSOCIATION, and any landscaping adjacent to the road shall be maintained by the contiguous OWNER. HOMEOWNERS ASSOCIATION, unless the BOARD specifically elects to maintain such landscaping.

2.02 Common Wall. It is acknowledged that common wall may be constructed along the boundary of the SUBJECT PROPERTY. In that event the MASTER ASSOCIATION shall maintain such wall in good condition, and any landscaping between the wall and the pavement of an adjacent street, and all the costs associated with such maintenance shall be a COMMON EXPENSE.

2.03 Surface Water Management System.

2.03.1 It is acknowledged the surface water management system for the SUBJECT PROPERTY is one integrated system, and accordingly an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage, provided however, that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by the controlling governmental authority. The surface water management system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the St. Johns River Water Management District and/or any other controlling governmental authority.

2.03.2 No OWNER, MEMBER, or other person shall do anything to adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the MASTER ASSOCIATION and any controlling governmental authority, including but not limited to the excavation of any lake or any portion of the SUBJECT PROPERTY, provided however the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the DEVELOPER of any portion of the SUBJECT PROPERTY in accordance with permits issued by the controlling governmental authority.

2.03.3 The MASTER ASSOCIATION shall maintain, as a COMMON EXPENSE, the entire surface water management system for the SUBJECT PROPERTY including but not limited to all lakes, swale areas, pipes and facilities

relating to the surface water management system, regardless of whether same are owned by the MASTER ASSOCIATION, and an easement for such maintenance is hereby created.

2.03.4 OTHER COMMON AREAS. DECLARANT shall have the right to convey title to any property owned by it, or any interest therein including an easement interest, to the MASTER ASSOCIATION, as a COMMON AREA, if in the sole but reasonable discretion of DECLARANT such conveyance is deemed to be in the best interest of all of the OWNERS and residents of the SUBJECT PROPERTY, and any such conveyance shall be effective upon the recording of the deed or instrument of conveyance in the Public Records of the County where the SUBJECT PROPERTY is located. Any other person other than DECLARANT may also convey title to any property, or any interest therein including an easement interest, to the MASTER ASSOCIATION as a COMMON AREA, but the MASTER ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation, or improvement of any such property upon the MASTER ASSOCIATION unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of the County in which the SUBJECT PROPERTY is located.

2.04 Use and Benefit. All COMMON AREAS shall be held by the MASTER ASSOCIATION for the use and benefit of the MASTER ASSOCIATION and its MEMBERS, the residents and owners of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the MASTER ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION.

2.05 Grant and Modification of Easements. The MASTER ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the MASTER ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the MASTER ASSOCIATION.

2.06 Taxes and Insurance.

2.06.1 Taxes. The MASTER ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the MASTER ASSOCIATION, as a COMMON EXPENSE.

2.06.2 Insurance. The MASTER ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.06.2.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the MASTER ASSOCIATION, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The MASTER ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of at least 2/3 of the votes of the MEMBERS.

2.06.2.2 Comprehensive General Liability Insurance protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

2.06.2.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the MASTER ASSOCIATION, covering the maximum funds that will be in the custody or control of the MASTER ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.06.2.4 All insurance purchased by the MASTER ASSOCIATION must include a provision requiring at least sixty (60) days written notice to the MASTER ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

2.06.2.5 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$1,000 or such other sum as is approved by the members of the MASTER ASSOCIATION.

2.06.2.6 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the MASTER ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the MASTER ASSOCIATION, and to require the MASTER ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.06.3 Default in Payment. Any MEMBER or INSTITUTIONAL LENDER may pay taxes or assessments which are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and such person shall be owed immediate reimbursement therefor from the MASTER ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3. MASTER ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY, the MASTER ASSOCIATION has been organized under the Laws of the State of Florida.

3.01 Articles of Incorporation. A copy of the ARTICLES are attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict the amendment of the ARTICLES except as provided herein.

3.02 BYLAWS. A copy of the BYLAWS are attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict the amendment of the BYLAWS except as provided herein.

3.03 Powers of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES or BYLAWS. In addition, the MASTER ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the MASTER ASSOCIATION.

3.04 Approval or Disapproval of Matters. Whenever the decision of a MEMBER or OWNER is required upon any matter, whether or not the subject of a MASTER ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

3.05 Acts of the MASTER ASSOCIATION. Unless the approval or action of the MEMBERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, all approvals or actions required or permitted to be given or taken by the MASTER ASSOCIATION shall be given or taken by the BOARD, without the consent of the MEMBERS, and the BOARD may so approve an act through the proper officers of the MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the MASTER ASSOCIATION deems appropriate or the MASTER ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.06 Membership

3.06.1 HOMEOWNERS ASSOCIATION MEMBER. Each PROPERTY OWNER's ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. No OWNER of any PROPERTY or UNIT which is subject to the jurisdiction of a HOMEOWNER's ASSOCIATION shall be deemed a MEMBER of the MASTER ASSOCIATION, except for DECLARANT.

3.06.2 OWNER MEMBER. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNER'S ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.06.3 DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY or any mortgage encumbering any PROPERTY other than a UNIT.

3.07 MEMBERS' Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.08 Current Lists of UNIT OWNERS. Upon request by the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION MEMBER shall be required to provide the MASTER ASSOCIATION with the names and addresses of all or any OWNERS which are members of the HOMEOWNERS ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES

4.01 Responsibility. Each MEMBER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION as hereinafter provided.

4.02 Determination of ASSESSMENTS for COMMON EXPENSES. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account COMMON AREAS, UNITS, and additions to the SUBJECT PROPERTY anticipated to be added during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES per UNIT, which shall be equal to the total amount to be assessed for COMMON EXPENSES pursuant to the budget, divided by the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY. The ASSOCIATION shall then promptly notify all MEMBERS, in writing, of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES per UNIT. From time to time during the fiscal year, the BOARD may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the MEMBERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES per UNIT. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the MASTER ASSOCIATION notifies the MEMBER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any ASSESSMENT for COMMON EXPENSES payable by any MEMBER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.03 Payment of ASSESSMENTS for COMMON EXPENSES. On or before the date each ASSESSMENT for COMMON EXPENSES is due, each MEMBER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the ASSESSMENT for COMMON EXPENSES per UNIT, multiplied by the number of UNITS within the PROPERTY then owned by and/or under the jurisdiction of such MEMBER. If any PROPERTY owned by DECLARANT is also under the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER, DECLARANT shall be required to pay ASSESSMENTS for COMMON EXPENSES for all UNITS and PLANNED UNITS within such PROPERTY, and the HOMEOWNERS ASSOCIATION MEMBER shall only be required to pay ASSESSMENTS for COMMON EXPENSES for UNITS which are not owned by DECLARANT.

4.04 ASSESSMENTS for COMMON EXPENSES while DECLARANT Appoints a Majority of the BOARD. Notwithstanding anything contained in this Paragraph 4 to the contrary, during the period when DECLARANT appoints a majority of the directors of the BOARD, or until DECLARANT gives the MASTER ASSOCIATION written notice that it will pay ASSESSMENTS as any other OWNER MEMBER, (i) DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION and not produced by ASSESSMENTS for COMMON EXPENSES receivable from the other MEMBERS, but shall not be liable for any ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by DECLARANT, and (ii) the ASSESSMENT or COMMON EXPENSES per UNIT shall be determined based upon the BOARD's good faith estimate of what said ASSESSMENT would be if the development of the SUBJECT PROPERTY was completed and as if all UNITS and improvements contemplated to be constructed within the SUBJECT PROPERTY had been constructed.

5. COLLECTION OF ASSESSMENT, LIEN, DEFAULT AND ENFORCEMENT.

5.01 Monetary Defaults and Collection of ASSESSMENTS.

5.01.1 Interest. If any MEMBER or OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or in the payment of any other monies owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION may charge such MEMBER, HOMEOWNERS ASSOCIATION, or OWNER interest at the highest rate permitted by law, on the amount owed to the MASTER ASSOCIATION from and after said ten (10) day period.

5.01.2 Collection. In the event any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to pay any ASSESSMENT or other monies due to the MASTER ASSOCIATION within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monies, initiating legal proceedings for the collection of such ASSESSMENTS or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed or any other appropriate action, and the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any ASSESSMENT or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. The MASTER ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the MASTER ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or monies due it. All payments received by the MASTER ASSOCIATION on account of any ASSESSMENTS or monies owed to it by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, shall be first applied to payments and expenses incurred by the MASTER ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or monies owed to the MASTER ASSOCIATION in the inverse order that the same were due.

5.01.3 Lien for ASSESSMENT and Monies Owed to MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien on all PROPERTY owned and/or subject to the jurisdiction of any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, for any unpaid ASSESSMENTS or other monies owed to the MASTER ASSOCIATION by such MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, and for interest, reasonable attorneys' fees incurred by the MASTER ASSOCIATION incident to the collection of the ASSESSMENTS and other monies, or enforcement of the lien, and for all sums advanced and paid by the MASTER ASSOCIATION for taxes and on account of superior mortgages, liens, or encumbrances in order to protect and preserve the MASTER ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER which owns and/or has jurisdiction over the PROPERTY, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and

acknowledged by an officer or agent of the MASTER ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

5.01.4 The foregoing lien as to PROPERTY operated by a HOMEOWNERS ASSOCIATION MEMBER shall specifically extend to all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER, including any UNITS within such PROPERTY. However, any OWNER of any PROPERTY subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER shall be entitled to a release of the MASTER ASSOCIATION's lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of a percentage of the total amount secured by the MASTER ASSOCIATION's lien, which percentage shall be equal to such OWNER's share of the common expenses of the HOMEOWNERS ASSOCIATION, and in addition, reasonable costs of the MASTER ASSOCIATION associated with preparing recording a partial release of lien. In the event such payment to the MASTER ASSOCIATION results in the OWNER paying a greater percentage of the common expenses of his HOMEOWNERS ASSOCIATION than the OWNER's share, the OWNER shall be entitled to reimbursement from the HOMEOWNERS ASSOCIATION for any such excess amount.

5.01.5 Transfer of PROPERTY after ASSESSMENT. The MASTER ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and (i) in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER, and (ii) any new OWNER of PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER shall be liable for the OWNER's share of all ASSESSMENTS, interest and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to the HOMEOWNERS ASSOCIATION MEMBER. However, any OWNER or MEMBER, upon demand, shall be entitled to receive from the MASTER ASSOCIATION a statement as to any then unpaid ASSESSMENTS, interest, or other costs or expenses owed to the MASTER ASSOCIATION by such OWNER or MEMBER or by the OWNER's respective HOMEOWNERS ASSOCIATION, and any purchaser or transferee of any PROPERTY shall have the right to rely on such statement. Notwithstanding the foregoing, with respect to a demand by an OWNER whose PROPERTY is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the MASTER ASSOCIATION shall only be obligated to state the amounts owed by the HOMEOWNERS ASSOCIATION, and not the OWNER's share of any such amounts.

5.01.6 Subordination of the Lien to Mortgages. The lien of the MASTER ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a Claim of Lien by the MASTER ASSOCIATION. The sale or transfer of any PROPERTY which is subject to such a mortgage of an INSTITUTIONAL LENDER, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the MASTER ASSOCIATION as to any ASSESSMENT, interest, expenses or other monies owed to the MASTER ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the INSTITUTIONAL LENDER, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the MASTER ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the MASTER ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the MASTER ASSOCIATION by any OWNER or MEMBER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS or MEMBERS including such acquirer, and its successors and assigns.

5.01.7 Notwithstanding the foregoing, if the MASTER ASSOCIATION's lien is on PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER and the lien has been so extinguished as to part, but not all of the PROPERTY, same shall not reduce the liability of the HOMEOWNERS ASSOCIATION MEMBER, and the OWNERS of all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER (other than the OWNER of the PROPERTY for which the lien has been extinguished) shall be liable for a pro rata share of such extinguished sums. If any such OWNER has received a release of the lien as to this PROPERTY prior to the date on which a portion of the lien was so extinguished, the MASTER ASSOCIATION

may re-record a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located, in which event the OWNER shall be entitled to a release of the lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of the OWNER's pro rata share of the extinguished sums, together with the reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of lien. If any OWNER has not previously received a release of the lien as to his PROPERTY, the pro rata share of the extinguished sums shall be added to the amount originally required in order for the OWNER to be entitled to a release of the lien as to the OWNER's PROPERTY.

5.02 Non-Monetary Defaults. In the event of a violation by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER (other than the nonpayment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the MASTER ASSOCIATION shall notify MEMBER, HOMEOWNERS ASSOCIATION, or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the MASTER ASSOCIATION, the MASTER ASSOCIATION may, at its option:

5.02.1 Commence an action to enforce the performance on the part of the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

5.02.2 Commence an action to recover damages; and/or

5.02.3 Take any action reasonably necessary to correct such failure.

All expenses incurred by the MASTER ASSOCIATION in connection with the correction of any failure, or the commencement of any action against any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, including reasonable attorneys' fees, shall be assessed against the applicable MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, and shall be due upon written demand by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

5.03 No Waiver. The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provision, covenant or condition in the future.

5.04 Rights Cumulative. All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the MASTER ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

5.05 Enforcement by or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the MASTER ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any HOMEOWNERS ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the

provisions contained herein, but no HOMEOWNERS ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

5.06 Certificate as to Unpaid ASSESSMENTS OF Default. Upon request by any MEMBER, or the OWNER of any PROPERTY, or any INSTITUTIONAL LENDER holding a mortgage encumbering any PROPERTY, the MASTER ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER, and any applicable HOMEOWNERS ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION.

6. DEDICATIONS. The MASTER ASSOCIATION reserves the right to dedicate, grant or convey and portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Any PROPERTY, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting, or conveying such PROPERTY, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

7. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, MEMBERS representing one hundred (100%) percent of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until MEMBERS representing a majority of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein or in the ARTICLES or the BYLAWS to the contrary, the execution of any instrument terminating this DECLARATION by a HOMEOWNERS ASSOCIATION MEMBER must be not less than a majority of the board of directors of the HOMEOWNERS ASSOCIATION MEMBER.

8. AMENDMENT.

8.01 This DECLARATION may be amended (i) upon the approval of not less than sixty-six and two-thirds (66-2/3%) percent of the votes of the entire membership of the MASTER ASSOCIATION and by not less than a majority of the BOARD, or (ii) upon the approval of not less than seventy-five (75%) percent of the votes of the entire membership of the MASTER ASSOCIATION, provided, however, that any such amendment, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns and PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. In addition, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the MASTER ASSOCIATION, its MEMBERS, or any OWNER, so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. In order to be effective, any amendment to this DECLARATION must first be recorded amongst the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the MEMBERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the MASTER ASSOCIATION that the amendment was duly adopted, shall certify which HOMEOWNERS ASSOCIATION MEMBERS, if any, approved the amendment, and shall be executed by not less than a majority of the board of directors of each HOMEOWNERS ASSOCIATION which approved the amendment.

8.02 No amendment shall discriminate against any MEMBER, OWNER or PROPERTY, or class or group of MEMBERS, OWNERS or PROPERTY, unless the MEMBERS and/or OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any MEMBER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9. RIGHTS OF INSTITUTIONAL LENDERS. Upon written notice to the MASTER ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

9.01 Any condemnation of casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

9.02 Any sixty-day delinquency in the payment of ASSESSMENTS or charges owed by the OWNER of the PROPERTY or UNIT on which it holds the mortgage, or by the HOMEOWNERS ASSOCIATION MEMBER having jurisdiction over the PROPERTY or UNIT.

9.03 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the MASTER ASSOCIATION.

9.04 Any proposed action that requires the consent of a specified percentage of mortgage holders.

10. MISCELLANEOUS.

10.01 Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the MASTER ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assignable to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the MASTER ASSOCIATION.

10.02 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

10.03 HOMEOWNERS ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT or of any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any HOMEOWNERS ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

10.04 Authority of MASTER ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

10.05 In the event that the Association votes to transfer, assign and deliver over ownership and/or maintenance responsibility for the Common areas, then in such event or any of them it is understood and agreed that the City of Palm Bay shall be under no obligation to accept such transfer or assignment, or to perform any acts of maintenance therein.

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

10.07 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

10.08 Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, being the DECLARANT herein, has executed this DECLARATION this 5th day of June, 1984.

GENERAL DEVELOPMENT CORPORATION

By:

TORE T. DEBELLA
SENIOR VICE PRESIDENT

Attest:

NANCY H. ROEN
SECRETARY

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this Fifth day of June, 1984, by TORE T. DEBELLA, SENIOR VICE PRESIDENT of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC
State of Florida at Large

EXHIBIT "A"
TO MASTER DECLARATION FOR
OAKWOOD VILLAS II

All Lots, Blocks and Tracts of Second Replat in Port Malabar Country Club Unit seven, a subdivision according to the plat thereof, as recorded in Plat Book 30, Page 85 of the Public Records of Brevard County, Florida.

Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at PALM BAY in the County of Brevard, State of Florida, the day and year last aforesaid.

*Personally known to me,
did not take an oath.*

Phillip S. McDonald
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

OAKWOOD\certif.art

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 14 1998
COMMISSION NUMBER 200,000



000478001100

ARTICLES OF INCORPORATION

FILED

OF
Oakwood Villas II
Property Owner's Association, Inc.

JUN 29 1971

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby makes, subscribes, acknowledges, and files the following Articles for the purpose of forming a non-profit corporation under the laws of the State of Florida.

ARTICLE I - NAME.

The name of this Corporation is Oakwood Villas II Property Owners' Association, Inc.

ARTICLE II - PURPOSES.

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or blocks of land more particularly described in Schedules "A", and "B", attached hereto and incorporated herein by reference and situated in that certain subdivision plat entitled Second Replat in Port Malabar Country Club Unit 7, a subdivision according to the plat thereof as recorded in Plat Book 20, Pages 85-88 of the Public Records of Brevard County, Florida, and such additions thereto as may hereafter be provided in Article XII herein, hereinafter referred to as "The Properties", and for this purpose to:

- A. Own, acquire, operate and maintain for the benefit of property owners the property hereinafter referred to as the "Common Properties" described in Schedule "B" attached, together with any buildings or other improvements that may be constructed thereon, including but not limited to: parks, playgrounds, lakes, commons, open spaces, and private streets, if any; and,
- B. Maintain unkempt lands or trees; and,
- C. Fix and collect assessments (or charges) to be levied against The Properties; and,
- D. Enforce any and all covenants, restrictions and agreements applicable to The Properties; and,
- E. Pay taxes and insurance on the Common Properties and facilities; and,
- F. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III - MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by Oakwood Villas II Property Owners' Association, Inc. shall be a member of the Association from the date such member acquires title to his Lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE IV - TERM.

This Corporation shall have perpetual existence.

ARTICLE V - THE INCORPORATOR.

The name and address of the Incorporator is:

GENERAL DEVELOPMENT CORPORATION
1111 South Bayshore Drive
Miami, FL 33131

ARTICLE VI - OFFICERS.

The officers shall be a president, a vice president, a secretary, an assistant secretary, and a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors. The

officers shall be chosen by majority vote of the directors. All officers shall hold office at the pleasure of the Board of Directors.

ARTICLE VII - INITIAL OFFICERS.

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
C.C. Crump	President	1111 South Bayshore Drive Miami, Florida 33131
Tofe T. DeBelle	Vice President	1111 South Bayshore Drive Miami, Florida 33131
Nancy H. Roan	Secretary	1111 South Bayshore Drive Miami, Florida 33131
Peter L. Breton	Asst. Secretary	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	Treasurer	1111 South Bayshore Drive Miami, Florida 33131

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The Initial Board of Directors shall consist of three Directors who shall hold office until the termination of the Class "B" Membership and until the election of their successors at a meeting of members, or until their prior resignation. Upon the termination of the Class "B" Membership, as hereinafter provided in Article XI hereof, the Board of Directors shall consist of at least three (3) members, each of whom shall serve for a one-year term. The Board may be increased in size up to nine (9) members at the discretion of a majority of the Initial Board of Directors. However, the Board shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as Initial Directors until their prior resignation or the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
C.C. Crump	1111 South Bayshore Drive Miami, Florida 33131
Saul J. Sack	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	1111 South Bayshore Drive Miami, Florida 33131

**ARTICLE IX - INITIAL REGISTERED OFFICE,
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be at 1111 South Bayshore Drive, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Saul J. Sack.

ARTICLE X - BY-LAWS.

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors, Members and the Developer in the manner provided in the By-Laws and the Declaration of Covenants and Restrictions.

ARTICLE XI - VOTING RIGHTS.

Oakwood Villas II Property Owners' Association, Inc. shall have two classes of voting membership:

Class A. Class "A" membership shall be all those owners as defined in Article III with the exception of General Development Corporation, a Delaware corporation. Class "A" members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Article III. When more than one person holds such interest or interest in any Lot, all such persons shall be

members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two and one-third (2 1/3) votes for each lot in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the earlier of the following events:

a. Within one hundred twenty (120) days after the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

b. Three years after conveyance of the first fee simple title to any family residence lot.

The Developer is prepared to convey, upon such earlier event, a legal title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each Lot in which it holds the interest required for membership under Article III.

Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors, the then officers and directors shall submit their written resignations, the Class "A" members shall elect their own officers and directors and assume control of the Corporation. Provided, however, that so long as General Development Corporation is the owner of one Lot in the said subdivision, it shall be entitled to elect one member of the Board of Directors.

ARTICLE XII - ADDITIONS TO PROPERTIES.

Additions to The Properties described in Article II may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this Corporation to such addition and must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIII - MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the recorded covenants and restrictions applicable to The Properties described in Article II, and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV - MORTGAGES; OTHER INDEBTEDNESS.

The Corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the Corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XV - QUORUM FOR ANY ACTION GOVERNED BY ARTICLES XII, XIII AND XIV OF THESE ARTICLES.

The quorum required for any action governed by Articles XII, XIII, and XIV of these Articles shall be as follows:

At the first meeting duly called for such purpose, as provided in the notice of such meeting, the presence of members, or of proxies, entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the thirty (30) days' notice requirements set forth in said Articles, and at the subsequent meeting, the presence of members or of proxies, entitled to cast thirty (30%) percent of all votes of each class of membership shall constitute a quorum; provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE XVI - QUORUM FOR OTHER ACTIONS.

Except as provided in Article XV hereof, the presence at the meeting of members entitled to cast or of proxies entitled to cast one-third (1/3) of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

ARTICLE XVII - DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY.

The Corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE XVIII - DISSOLUTION.

The Corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of each class of membership. Written notice of a proposal to dissolve, setting forth the reasons thereof and the disposition to be made of the assets (which shall be consonant with Article XIX hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XIX - DISPOSITION OF ASSETS UPON DISSOLUTION.

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation.

No disposition of Oakwood Villas II Property Owners' Association, Inc. properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signatures and seal this 22nd day of June, 1984.

GENERAL DEVELOPMENT CORPORATION


C.C. ERUMP
SENIOR VICE PRESIDENT

(Seal)


NANCY H. RORR
Secretary

(Seal)

STATE OF FLORIDA)
COUNTY OF DADE) ss.

The foregoing instrument was acknowledged before me this 22nd day of June, 1964, by C.C. Crump and Nancy K. Reen, Senior Vice President and Secretary, respectively, of the Corporation, on behalf of the Corporation.

Augustine M. Pichay
NOTARY PUBLIC, STATE OF
FLORIDA
AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
ISSUED BY GENERAL INSURANCE CO.
MY COMMISSION EXPIRES MAY 24 1964

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby accept to act in that capacity.

Saul D. Beck
Saul D. Beck

Date: June 22, 1964

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JUN 23 1964
DADE COUNTY
FLORIDA

and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at PALM BAY in the County of Brevard, State of Florida, the day and year last aforesaid.

*Personally known to me,
did not take an oath.*

Phillip S. McDonald
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



OAKWOOD\certif.by1

NOTARY PUBLIC STATE OF FLORIDA
BY CHAPTER 627, ART. 14, F.S.
BORNED THIS GENERAL REG. ACT.

03473001156

BY-LAWS
OF
OAKWOOD VILLAS II
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Oakwood Villas II Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to: Those certain lots or parcels of land described in Schedule "A" attached hereto.

Section 3. "Common Properties" shall mean and refer to the properties described in Schedule "B" attached hereto, together with any building or improvements that may be constructed thereon, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties to be designated as the Common Properties.

ARTICLE II
Location

Section 1. The principal office of the Association shall be located at 1111 South Bayshore Drive, Miami, Florida 33131.

ARTICLE III
MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association shall be a Member of the Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject as recorded in O/R Book 2318, Pages 1405-1433 of the Public Records of Dade County, Florida.

Section 3. The membership rights, including voting rights, of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid including loss of voting rights; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon as provided in Article IX,

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Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Article IV.
Voting Rights

Section 1. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Article III, Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each lot in which they hold the interests required for membership by Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three votes for each Lot in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of the following event:

When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1 of Article III.

Section 2. Turnover. Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of Members shall be called for the purpose of electing officers and directors, the then officers and Directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as General Development Corporation is the owner of one Lot or Living Unit in the said subdivision, it shall be entitled to elect one Member of the Board of Directors.

The Developer can, in its sole discretion, turn over control of the Association to Members by calling a meeting for the election of directors prior to the time it owns fewer than 25% of the Lots by causing all of its appointed directors to resign.

At such time as the Developer's directors resign or the Developer is otherwise obligated to turn over control of the Association or call a meeting of Members for the election of directors, it shall be the affirmative obligation of the Members to elect directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to Members, neither the Developer nor such directors shall be

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liable in any manner in connection with such resignations even if the Members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after Members first elect the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots at all meetings of Members whether annual or special.

Article V.
Property Rights and Rights of Enjoyment of Common Property

Section 1. Except as otherwise provided in the Declaration of Covenants and Restrictions, each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants and Restrictions applicable to The Properties, but subject to the provisions of Article III, Section 3 hereof, the rights and privileges of each such Member are subject to suspension.

Section 2. Any Member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

Section 3. Party Walls

a. **General Rule of Law to Apply.** Each wall which is built as a part of the original construction of a cluster home or a multi-family structure upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. **Destruction by Fire or other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI. Association Purpose and Powers

Section 1. The Association has been organized for the following purposes:

To promote the health, safety and welfare of the residents in Article I and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in Article XII of the Articles of Incorporation and herein in Section 2, hereafter referred to as "The Properties", and for this purpose to:

- a. Own, acquire, build, operate and maintain certain areas for the benefit of Property Owners, (including but not limited to: drainage areas, commons, greenbelts, open spaces, streets, buildings, structures and personal properties incident thereto, hereinafter collectively referred to as the "Common Properties");
- b. Maintain unkempt lands or trees;
- c. Fix and collect assessments (or charges) to be levied against The Properties including maintenance charges for drainage areas;
- d. Enforce any and all covenants, restrictions and agreements applicable to The Properties;
- e. Pay taxes and insurance, if any, on the Common Properties and facilities;
- f. maintain grounds of the common area including mowing, fertilizing, insecticides, etc.;
- g. Maintain pool, if applicable, including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.;
- h. Maintain air conditioning of recreation building, if applicable;

- i. Clean and maintain parking lot, if applicable;
- j. Remove waste from common areas;
- k. Maintain perimeter wall, if applicable;
- l. Pay the utilities costs for common areas including water, sewer and electricity;
- m. Pay for other miscellaneous services which may be required, such as exterminating services, security system maintenance and fire extinguisher services;
- n. Maintain a reserve for future maintenance and repairs;
- o. Maintain the private streets and roads;
- p. Maintain all drainage grates;
- q. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to The Properties. Additions to The Properties described in Article 1 may be made only in accordance with the provisions of the recorded Declaration of Covenants and Restrictions applicable to said properties. Such additions, when properly made under the applicable Declaration of Covenants and Restrictions, shall extend the jurisdiction, functions, duties, and membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 3. Mergers and Consolidations. Subject to the provisions of the recorded Declaration of Covenants and Restrictions applicable to the properties described in Article 1, Sections 2 and 3, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 4. Mortgages - Other Indebtedness. The Association shall have power to mortgage its properties only to the extent authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties. The total debts of the Association including the principal amount of such mortgages outstanding at any time shall not exceed the total of two year's assessments current at that time, provided that authority to

exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 5. Dedication of Properties or Transfer of Function to Public Agency or Utility. The Association shall have the power to dispose of its real properties only as authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties.

Article VII.
Board of Directors.

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the termination of the Class "B" Membership and until the election of their successors at a meeting of members, or until their prior resignation. Upon the termination of the Class B Membership, as hereinafter provided in Article IV hereof, the Board of Directors shall consist of at least 3 members, each of whom shall serve for a one-year term. The Board may be increased in size up to 9 members at the discretion of a majority of the initial Board of Directors. However, the Board shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as Directors for one year and until their prior resignation or the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
C.C. Crump	1111 South Bayshore Drive Miami, Florida 33131
Saul J. Sack	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenne	1111 South Bayshore Drive Miami, Florida 33131

Section. Vacancies in the Board of Directors shall be filled by appointment by the other directors at a special meeting duly called for that purpose. Such appointed Director shall serve until the next annual meeting of Members.

Section. So long as the Developer is the owner of a lot in the subdivision, it shall be entitled to elect or appoint one member to the Board of Directors.

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Article VIII.
Election of Directors by the Class "A" Members:
Their Nominating and Election Committees

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Declaration of Covenants and Restrictions applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The first Nominating Committee shall be appointed by the initial Board of Directors no less than thirty (30) days prior to the first meeting of the Class "A" Members. Thereafter the Nominating Committee shall be appointed by the Board of Directors at its annual meeting held subsequent to each annual meeting of Members to serve from the close of such annual meeting until the close of the next annual meeting.

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

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

- a. Describe the vacancies to be filled; and,
- b. Set forth the names of those nominated by the Nominating Committee for such vacancies; and,
- c. Contain space for a write-in vote by the Members.

Such ballot shall be mailed to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. There shall be no cumulative voting. All voting shall be by secret ballot.

Section 7. Vacancies and Removal.

a. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer shall be filled by the Developer without the necessity of any meeting.

b. Any Director, except the Director elected or appointed by the Developer, may be removed with or without cause by concurrence of a majority of the votes of the Members at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting. If such Director was appointed by the Developer, the Developer shall appoint another Director without the necessity of any meeting.

c. Provided, however, that until a majority of the Directors are elected by the Members other than the Developer, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

Article IX.
Powers and duties of the Board of Directors

Section 1. The Board of Directors shall have power:

a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article XIII, Section 2.

b. By majority vote to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

c. To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2, in Article VI and elsewhere in the By-Laws and Declaration of Covenants and Restrictions.

d. To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon.

e. To exercise for the Association all powers, duties and authorities vested in or delegated to this Association, except those reserved to the meeting or to Members in the Declaration of Covenants and Restrictions.

f. In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said absence occurs, declare the office of said absent Director to be vacant.

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

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership.

b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. As more fully provided in Article V of the Declaration of Covenants and Restrictions applicable to The Properties:

i. To fix the amount of the assessment against each lot, (property) for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

ii. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;

iii. To send written notice of each assessment to every owner subject thereto;

iv. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Article X.
Directors' Meeting

Section 1. After "turnover" of control of the Association by the Developer, the annual meeting of the Board of Directors shall be held as soon after the annual meeting of Members as is feasible. Provided that the Board of Directors may, by resolution, change the day and hour of holding such annual meeting.

Section 2. Notice of such annual meeting is hereby dispensed with. If the day for the annual meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors will be held when called by an officer of the Association or by any two directors after not less than three (3) days' notice to each director.

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

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

Article XI.
Officers

Section 1. The officers shall be a president, a vice-president, a secretary, a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors and shall act as Chairman thereof. Other officers may be, but are not required to be, members of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of Members and of the Board of Directors, shall see that orders and resolutions of the Members and of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice-President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members (See Article XIII, Section 3). An Assistant Secretary may be appointed by the Board of Directors to perform the duties of the Secretary in his absence.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President.

Section 8. The Treasurer shall keep proper books of account for the Association and shall prepare an annual statement of cash receipts and disbursements as of the end of each fiscal year, such statement to be presented to the membership at its regular annual meeting.

The Board of Directors will ensure that an annual review of the books of account is conducted through a committee comprised of three Members of the Association who will be appointed by the Board of Directors, except that the Treasurer cannot be a member of the committee. A written report on the results of the review will be submitted to the Board of Directors within sixty days of the end of the fiscal year.

Section 9. Indemnification of Officers and Directors. Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement, indemnification will apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article XII.
Committees

Section 1. After "turnover" of control of the Association by the Developer, the Standing Committees of the Association shall be:

The Nominations Committee
The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors subsequent to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational

program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Architectural Control Committee. The Architectural Control Committee shall have the duties and functions described in Article VI of the Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 5. The Publicity Committee. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 6. The Audit Committee. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI. The Treasurer shall be ex officio a member of the Committee.

Section 7. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article VI of the Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

Article XIII. Meetings of Members

Section 1. Notwithstanding anything to the contrary herein stated, no meeting of Members shall be held until the first meeting for the election of Directors which may be called only by the Developer and notice thereof shall be given by the Developer not later than such time as the Developer owns fewer than 25% of the Lots, as defined in the Declaration of Covenants and Restrictions.

Section 2. Annual Meetings. After the first meeting of Members called by the Developer, the annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the

Members, or as stated in the notice of the meeting sent to Members in advance thereof.

Section 3. Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 4. Notice of any meeting shall be given to the Members by the Secretary. Notice may be give to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 5. Except as otherwise herein provided, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. An action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties shall require a quorum as therein provided.

Article XIV. Proxies

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his home or other interest in The Properties.

Article XV. Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

Article XVI.
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:

Oakwood Villas II Property Owners' Association, Inc.,
a corporation not for profit, incorporated Florida, 1984.

Article XVII.
Amendments

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds of each class of Members present in person or by proxy, provided that these provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable laws; provided further that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration of Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions applicable to The Properties referred to in Section 2 of these By-Laws, the Declaration of Covenants and Restrictions shall control.

These By-Laws were duly adopted by the Board of Directors at its Organizational Meeting duly held on July 2, 1984

IN WITNESS WHEREOF, that Association has caused this instrument to be executed by its President and Secretary duly authorized.

Oakwood Villas II
Property Owners' Association, Inc.

BY: 
President

ATTEST:


HANSY H. ROEN
Secretary

- 14 -

LAW/1070.0350.0/0039.0.0

Oakwood Villas II P.O.A.
1405 Malibu Circle N.E.
PAM BAY, FL 32905

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS
OF OAKWOOD VILLAS II PROPERTY OWNER'S ASSOCIATION, INC.**

WHEREAS, the By-Laws for OAKWOOD VILLAS II PROPERTY OWNER'S ASSOCIATION, INC. ("ASSOCIATION") were recorded in Official Record Book 3173, Page 1155, Public Records of Brevard County, Florida;

WHEREAS, Article XVII, Section 1 of the By-Laws provides that the By-Laws may be amended by two-thirds of the voting interests of the owners present in person and by proxy;

WHEREAS, a meeting of the Board of Directors was held on SEPTEMBER 14, 1991, which was duly noticed and at which there was a quorum and at which a majority of the entire membership of the Board of Directors did vote to amend the By-Laws in the particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, a meeting of the Members of the ASSOCIATION was held on NOVEMBER 25, 1991, which was duly noticed and at which there was a quorum, and at which the required number of the entire membership of the Association did vote to amend the By-Laws in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendment, and this Certificate shall be filed and recorded in the Public Records of Brevard, Florida.

NOW, THEREFORE, the By-Laws of OAKWOOD VILLAS II PROPERTY OWNER'S ASSOCIATION, INC. be and are hereby amended in the particulars as stated in Exhibit "1" attached hereto; this Amendment shall run with the real property subject to that Declaration of Covenants and Restrictions for Oakwood Villas II as recorded in Official Record Book 2616, Page 1405, Public Records of Brevard County, Florida and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

PREPARED BY:
JAY STEVEN LEVINE, ESQUIRE
Levine and Frank, P.A.
3426 Ocean Drive
Vero Beach, FL 32963
(407)569-2408

4
PGS. 4 # NAMES 2
TRUST FUND 1750 BREVARD CO., FL
REC FEE 1750 CLERK CIRCUIT CT.
OGG ST _____
INT TAX "C" _____
EXCISE TAX _____
SERV CHRG _____
REFUND _____

114157
RECORDED & INDEXED
92 JAN 16 AM 10:02
CLERK CIRCUIT CT.

EXHIBIT "1"

As used herein the following shall apply:

A. Words in the text are lined through with (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Article XVII, Section 1 of the By-Laws shall be deleted in its entirety and substituted with the following provisions:

Section 1. All amendments to the By-Laws shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Lots. If any amendment is proposed by written petition, the Board of Directors shall adopt a resolution approving the amendment.

B. Procedural Notice and Verbat. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

C. Vote Required. Except as otherwise provided by Florida Law, these Articles may be amended by concurrence of a majority of the entire Board of Directors and a majority of the voting interests of the entire membership of the Association.

D. Certificate, Recording, Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any Officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

E. Provision. Notwithstanding any provision in the By-Laws to the contrary:

1. No amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.

2. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
3. Any emergency By-Laws adopted pursuant to the corporate statutes may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Article XVII, Section 1(E)(3) of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in the corporate statutes. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in the corporate statutes.

NOTICE REGARDING EFFECTIVE DATE: All Amendments are effective when recorded in the Public Records of Brevard County, Florida.

Except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

OAKWOOD\cert.as4

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
OAKWOOD VILLAS II**

WHEREAS, the Declaration of Covenants and Restrictions for Oakwood Villas II Property Owner's Association, Inc. was recorded in Official Record Book 2516, Page 1405, Public Records of Brevard County, Florida;

WHEREAS, Article X, Section 1 of the Declaration provides that the Declaration may be amended by two-thirds of the voting interests of all owners;

WHEREAS, a meeting of the Board of Directors was held on SEPTEMBER 14, 1991, which was duly noticed and at which there was a quorum and at which a majority of the entire membership of the Board of Directors did vote to amend the Declaration in the particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, a meeting of the Members of the ASSOCIATION was held on NOVEMBER 25, 1991, which was duly noticed and at which there was a quorum, and at which the required number of the entire membership of the Association did vote to amend the Declaration in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendment, and this Certificate shall be filed and recorded in the Public Records of Brevard, Florida.

NOW, THEREFORE, the Declaration of OAKWOOD VILLAS II PROPERTY OWNER'S ASSOCIATION, INC. be and are hereby amended in the particulars as stated in Exhibit "1" attached hereto; this Amendment shall run with the real property subject to that Declaration of Covenants and Restrictions for Oakwood Villas II as recorded in Official Record Book 2516, Page 1405, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

PREPARED BY:
JAY STEVEN LEVINE, ESQUIRE
Levine and Frank, P.A.
3426 Ocean Drive
Vero Beach, FL 32963
(407)569-2405

PGS. 4
TRUST FUND _____
REC FEE 12.00
DOC ST _____
INT TAX "C" _____
EXCISE TAX _____
SERV CHRG _____
REFUND _____

NAMES 2
BREVARD CO., FL
CLERK CIRCUIT CT.
Levine

114158

92 JAN 16 AM 02

BREVARD CO., FL

Oakwood Villas II P.O.A.
1405 Malibu Circle N.E.
PALM BEACH, FL 33405

CERTIFICATE OF ADOPTION OF AMENDMENT

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the above-referenced Declaration; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

DATED this 3rd day of JANUARY, 1992

WITNESSES:

Wayne W. White
Ann Kozel

OAKWOOD VILLAS II PROPERTY
OWNER'S ASSOCIATION, INC.

by: Donald E. Riley
PRESIDENT: DONALD E. RILEY

attest: Nancy Carbonari
SECRETARY: NANCY CARBONARI



STATE OF FLORIDA)
)ss
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this 3rd day of JANUARY, 1992 before me personally appeared DONALD E. RILEY, President and NANCY CARBONARI, Secretary of OAKWOOD VILLAS II PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at PALM BAY, in the County of Brevard, State of Florida, the day and year last aforesaid.

*Personally known to me,
did not take an oath.*

Stephen S. McDonald
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 14, 1993
ORDER FROM GENERAL REG. DIV.



EXHIBIT "1"

As used herein the following shall apply:

A. Words in the text are lined through with (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Article X, Section 1 of the Declaration of Covenants and Restrictions shall be deleted in its entirety and substituted with the following provisions:

Section 1. Amendments.

(a) Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Lots. If any amendment is proposed by written petition, the Board of Directors shall adopt a resolution approving the amendment.

(b) Procedure, Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

(c) Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than a majority of the voting interests of the entire membership of the Association.

(d) Certificate Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

(e) Proviso. Notwithstanding any provision in this Declaration to the contrary, the following shall apply:

- (i) No amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.

(ii) No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgages unless the Institutional Mortgagee shall join in the execution of the amendment.

(iii) No amendment shall affect the surface water management system, including the water management portions of the common areas, as provided in Article IX of this Declaration, unless the St. John's River Water Management District shall join in the execution of the amendment.

NOTICE REGARDING EFFECTIVE DATE: The Amendment is effective when recorded in the Public Records of Brevard County, Florida.

Except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

OAKWOOD\cert2.amd

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