

This Instrument prepared by  
and return to:

ISAAC KODSI, ESQUIRE  
ISAAC KODSI, P.A.  
2875 S. UNIVERSITY DRIVE  
DAVIE, FLORIDA 33328

W/C TRI-COUNTY for: --

ISAAC KODSI, P.A.  
2875 S. University Dr  
Davie, FL 33328

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
LENNOX ISLE

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR LENNOX ISLE hereinafter referred to as the "Declaration") is made this 16th day of August, 1993 by Coral Lake V, Inc., a Florida corporation, its successors and assigns, whose principal office is located at 3300 University Drive, Suite 412, Coral Springs, Florida 33065 ("Developer"), and is joined in by Lennox Isle Association, Inc.

WHEREAS, Developer is the owner in fee simple of the real property more particularly described on Exhibit A ("Subject Property") attached hereto and made a part hereof; and

WHEREAS, in order to develop and maintain Lennox Isle as hereinafter defined) as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS

1.1. "Articles" mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B, and any amendments thereto.

1.2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Guaranteed Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Documents.

1.3. "Association" means Lennox Isle Association, Inc., a Florida

corporation not for profit. The Association is a "Neighborhood Association" (as defined in the Master Declaration).

1.4. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Document and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property, or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Document including, but not limited to, the cost of any "Reserve" (as defined in Paragraph 8.11 hereof) and any other expenses designated to be Association Expenses by the Board.

1.5. "Association Property" means such portions of the Subject Property, as more particularly described in Paragraph 4.2 herein, which are to be maintained by the Association and are intended to be conveyed to the Association.

1.6. "Board" means the Board of Directors of the Association.

1.7. "Bylaws" mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C, and any amendments thereto.

1.8. "Lot" means, a portion of the Subject Property upon which a House is permitted to be erected and is part of the Residential Property, as shown on a sketch of the Plat Exemption for all of Parcels D and E, together with a portion of Parcel C, LAKEVIEW DRIVE SUBDIVISION per city of Coral Springs Resolution # 93-193 and as recorded in, or to be recorded in, the Public Records of Broward County, Florida.

1.9. "Contributing Lot" means any Lot which is not owned by the Developer.

1.10. "Contributing Lot Owner" means the Owner of a Contributing Lot.

1.11. "Lake Coral Springs Community" means the planned residential development being developed in stages by Florida National Properties, Inc., in accordance with the "General Plan for Development" set forth in Paragraph 2.1 of the Master Declaration.

1.12. "Corporation" means Lake Coral Springs Association, Inc., a Florida corporation not for profit, organized to administer the "Corporation Property" (as defined in the Master Declaration) and having among its members the Association and all other associations which administer portions of Lake Coral Springs Community.

1.13. "County" means Broward County, Florida.

1.14. "Declaration" means this document and any amendments hereto.

1.15. "Developer" means Coral Lake V, Inc., a Florida corporation, its successors, grantees and assigns or any Mortgagee acquiring title to any of the Developer's property by foreclosing its mortgage or by a deed in lieu of foreclosure (as to the portion of LENNOX ISLE owned by any such successor in interest or Mortgagee of Record), provided, however, such mortgagee elects in its sole and absolute discretion, to become a successor Developer and evidences such election by executing a document confirming same and recording such document in the Public Records. A Purchaser shall not, solely by the purchase of a House or Lot, be deemed a successor, grantee or assign of Developer, or obtain the rights of Developer under this Declaration or any other Document, unless such purchaser is specifically so designated a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

1.16. "Director" means a member of the Board.

1.17. "Documents" mean in the aggregate this Declaration, the Plat, the Site Plan, the Articles, the Bylaws, the Master Declaration, Articles of Incorporation and Bylaws of the Corporation and all of the instruments and

documents referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.

1.18. "House" means a residential house intended as an abode for one family constructed on the Subject Property.

1.19. "Lennox Isle" means the residential community planned for development upon the Subject Property committed to land use under this Declaration which is intended to be comprised of One Hundred Twenty-Two (122) Lots, the Association Property and the Corporation Property, if any. "Lennox Isle" is one of the communities located within the Lake Coral Springs Community.

1.20. "Institutional Mortgagee" means any lender which is generally recognized as an institutional lender owning a first mortgage covering a House or Lot, including but not limited to any of the following institutions:

(i) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(ii) Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(iii) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(iv) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of the Subject Property securing such loans; or

(v) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or

(vi) Developer, if Developer holds a mortgage on any portion of the Subject Property and the transferee of any mortgage encumbering the Subject Property which was originally held by Developer; or

(vii) Any life insurance company; or

(viii) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

1.21. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.22. "Legal Fees" mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; (ii) collection of past due Assessment, including, but not limited to, preparation of notices, liens and release of liens; and (iii) court costs through and including all trial and appellate levels and post-judgment proceedings.

1.23. "Site Plan" means Site Plan of Lennox Isle, whereby all of the Subject Property is divided into Lots, Common Area; Recreation Area; and Ingress, Egress and Utility Easements (and all "Landscape Buffer Easements"), as set forth on Exhibit A(1).

1.24. "Master Declaration" means the Declaration and General Protective Covenants for Lake Coral Springs Community recorded in Official Records Book 19085, Pages 400 through 490, of the Public Records of Broward County, Florida and any amendments thereto.

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1.25. "Member" means a member of the Association.

1.26. "Operating Expenses" mean the expenses for which Owners are liable to the Corporation or Association as more particularly described in the Master Declaration and this Declaration and include, but are not limited to, the costs and expenses incurred by the Corporation or Association in administering, operating, reconstructing, maintaining, repairing and replacing and Corporation and Association Property.

1.27. "Owner" means the owner of the fee simple title to a Lot and includes Developer for so long as Developer is the owner of the fee simple title to a Lot.

1.28. "Plat" means Plat of Lennox Isle recorded in Plat Book 119, Pages 50, of the Public Records, pursuant to the Plat Exemption thereof, whereby all or a portion of the Subject Property is described and is divided into lots, Recreation Area, Common Area, Ingress, Egress and Utility Easement (and all Landscape Buffer Easements).

1.29. "Public Records" means the Public Records of the County.

1.30. "Subject Property" means the real property upon which Lennox Isle is planned to be developed and which is more particularly described on Exhibit A attached hereto and made a part hereof.

## 2. PLAN OF DEVELOPMENT

Lennox Isle is comprised of the Subject Property encompassing the Lots, the Association Property and the Corporation Property, all as more particularly described in this Declaration.

Developer contemplates that it may construct, but it shall not be obligated to construct upon the Subject Property, One Hundred Twenty-Two (122) Zero Lot Line Single Family Homes, and Recreational Facilities upon the Association Property.

Developer expressly reserves the right as to the Subject Property, to: (i) commence construction and development when Developer so desires; (ii) develop the Subject Property upon such timetable as Developer, in its sole discretion, chooses; and (iii) modify the plan of development of the Subject Property in such manner as it, in its sole discretion, chooses.

## 3. WITHDRAWALS FROM THE SUBJECT PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY

### 3.1. Title to the Association Property

The Association Property is hereby declared to be for the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Subject Property. When title to all Lots which are subject to the provisions hereof located upon the Subject Property have been conveyed to third-party purchasers, or earlier, at Developer's option exercisable from time to time, as to any portions of the Association Property, Developer or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens and the Association shall accept such conveyance holding title for the Owners as aforesaid. Such conveyance shall be subject to any real estate taxes and assessments for the year in which this Declaration is recorded and subsequent years; any covenants, conditions, restrictions, reservations, limitations, then of record; easements set forth on the Plat; any zoning ordinances then applicable; the Master Declaration; and this Declaration, as amended from time to time. Notwithstanding the foregoing, the Association is obligated to accept at any time any and all conveyances by Developer of fee simple title, easements or leases to all or portions of the Association Property.

The Association shall accept any such conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Developer's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, levied against the Association Property including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation.

The Owners of Lots (including Developer as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Developer may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage and provided further that the mortgagee releases its lien against the Association Property at the time it is conveyed to the Association. In such event, Owners of Lots upon the Subject Property shall not be required to join in or be entitled to consent to such mortgage.

#### 4. RESIDENTIAL PROPERTY; ASSOCIATION PROPERTY; CORPORATION PROPERTY; WELL FIELD PUMPS; RULES AND REGULATIONS

##### 4.1. Residential Property

"Residential Property" means those portions of the Subject Property designated as Lots 1-122 on the Plat, which may be developed with Houses and or residential facilities to serve such Houses and shall be for residential use only.

##### 4.2. Association Property

The Association Property shall mean all portions of the Subject Property unless designated as Residential Property above. The Association Property shall consist of the following portions of the Subject Property as shown on the Plat and Site Plan and as more specifically set forth on Exhibit A(1) attached hereto and made a part hereof: (i) Common Area; (ii) Recreation Area; (iii) Ingress, Egress and Utility Easement (and all Landscape Buffer Easements). The Association Property shall be used by the Association and Owners and their family members, guests, invitees and lessees in accordance with the Documents. The Association Property is to be maintained by the Association.

Such portions of the Association Property upon which Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located thereon. Developer reserves the right, but shall not be obligated, to construct recreational facilities upon the Association Property or any other property. The decision as to whether to construct recreation facilities and the erection thereof shall be in the sole discretion of Developer.

##### 4.3. Recreation Property

4.3.1. "Recreation Area" means that portion of the Subject Property designated for use as a Recreation Area in this Declaration and as shown on the Plat and Site Plan and as more specifically set forth on Exhibit A(1) attached hereto and made a part hereof. The Recreation Area shall be used for recreational and social purposes in accordance with any improvement of such Recreation Area by Developer and shall be improved by Developer in accordance with Developer's plan for beautification of Lennox Isle and thereafter kept and maintained by the Association substantially in accordance with the improvement thereof made by Developer or the requirements of the applicable governmental agencies. Developer, for so long as Developer shall own any portion of the Subject Property, and thereafter the Association, shall have the absolute right, in its sole discretion subject to limits set

forth in the Declaration, to modify its plan for beautification of Lennox Isle specifically to modify the appearance and amenities of the Recreation Area. Developer reserves the right to construct one (1) tennis court, one (1) basketball court, fitness center, clubhouse, children tot lot, pool and restroom facilities on the Recreation Area as shown on the Site Plan. All owners in Lennox Isle shall have use rights in the Recreation Area pursuant to this Declaration.

DEVELOPER, THE ASSOCIATION AND THE CORPORATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE RECREATION AREA INCLUDING, BUT NOT LIMITED TO, LIFE GUARDS. ANY INDIVIDUAL USING THE RECREATION AREA SHALL DO SO AT HIS OWN RISK AND HEREBY HOLDS DEVELOPER, AND THE ASSOCIATION AND THE CORPORATION HARMLESS FROM AND AGAINST CLAIM OR LOSS ARISING FROM SUCH USE.

4.3.2. "Ingress, Egress and Utility Easement (and all Landscape Buffer Easements) and Common Area" means that portion of the Subject Property and all improvements for the Streets and Entrance to Lennox Isle, designated as Ingress, Egress and Utility Easement (and all Landscape Buffer Easements) and Common Area on the Plat and Site Plan and as more specifically set forth on Exhibit A(1) attached hereto and made a part hereof including but not limited to, landscape, masonry wall on perimeter of Subject Property, signage, all interior streets and street lights, walkways, electric gates all utility easements and telephone entrance systems, if any. The Ingress, Egress and Utility Easement (and all Landscape Buffer Easements) and Common Area shall be deemed Association Property and shall be maintained, and administered, repaired or replaced, as deemed required by the Association. The expense thereof shall be included as an Association Expense. All owners in Lennox Isle shall have access to the Entranceway and Streets pursuant to this Declaration.

#### 4.3.3. Rules and Regulations

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property, and other portions of the Subject Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Documents. The rules and regulations shall not apply to Developer as an Owner unless Developer consents thereto.

#### 4.4. Corporation Property

The Corporation Property shall consist of that property set forth in the Master Declaration as Corporation Property.

### 5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; CORPORATION

#### 5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Documents. The voting rights of the Members shall be as set forth in the Articles.

#### 5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

#### 5.3. Corporation

The Association shall be a "Neighborhood Association" of the Corporation (as defined in the Master Declaration). The Corporation has been organized for the purpose of administering the covenants and obligations relating to the Corporation Property as set forth in the Master Declaration. As members of the Association, all Owners acquire the benefits as to the use of the Corporation Property and the obligation to pay Operating Expenses.

**6. COVENANT TO PAY ASSESSMENTS FOR ASSOCIATION EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DEVELOPER; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES**

**6.1. Affirmative Covenant to Pay Assessments for Association Expenses**

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Contributing Lot and each Contributing Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Guaranteed Assessments and Special Assessments. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Association Expenses in accordance with the provisions of the Documents.

**6.2. Establishment of Liens**

Any and all Assessments made by the Association in accordance with the provisions of the documents including, but not limited to costs of collection thereof and any Legal Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot, together with Interest thereon, shall be the personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Contributing Lot in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

**6.3. Collection of Assessments**

In the event any Contributing Lot Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Lot Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Contributing Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a reasonable late charge as determined from time to time by the board to defray additional collection costs.

#### 6.4. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then, in that event, Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Developer; using the remedies available to the Association against a Contributing Lot Owner as set forth in Paragraph 6.3, which remedies (including, but not limited to, recovery of Legal Fees) are hereby declared to be available to Developer.

#### 6.5. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Lots. Notwithstanding the foregoing, any Institutional Mortgagee who takes title to any Contributing Lot(s) shall pay any and all Assessments pursuant to Section 7 from and after the date of such acquisition. Further, Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Association Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Developer and any Institutional Mortgagees paying overdue Association Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

#### 6.6. Developer Exemption

Notwithstanding anything herein to the contrary, Developer shall pay for all deficits in the operation of the Association above the Assessments correctly billed to the Contributing Lot Owners (as if all assessments billed the Contributing Lot Owner have been paid) so long as Developer owns any Lots in the Subject Property. In calculating such deficit, only actual expenses (which do not include capital expenses and reserves) shall be computed. Developer may however, at any time and from time to time, be relieved of all obligations to fund said deficits by electing, for any Assessment periods, to pay Assessments imposed upon Lots for which it is an Owner (excluding delinquent Contributing Lot Owner assessments, if any).

#### 6.7. Association to Collect Assessments Due the corporation

The Association shall collect all assessments for Operating Expenses due to the Corporation as set forth in the Master Declaration and remit same to the Corporation. The assessments that the Subject Property shall pay to the Corporation will be based on the formula set out in the Master Declaration. The share each Lot Owner will pay will be equal to the total amount that Lennox Isle will pay divided by the total number of Lots within the Subject Property.

### 7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

#### 7.1. Determining Amount of Assessments

The total anticipated Association Expenses for each calendar year shall be the sum necessary for the maintenance and operation of the



Association Property as set forth in the budget prepared by the Board as required under the Documents. Notwithstanding anything in the Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Developer shall be deemed an Association Expense which is the subject of a Special Assessment only, requiring the vote of the Members (as set forth in paragraph 13.14 hereof) and not the subject of a regular Individual Lot Assessment.

#### 7.2. Assessment Payments

The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Lot comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, such Contributing Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Lots in existence at the time of such Assessment, prorated from the date the new Contributing Lot comes into existence through the end of the period in question. If the payment of such assessment or installment thereof was due at the time the new Contributing Lot came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

#### 7.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Documents and whether or not for a cost or expense which is included within the definition of "Association Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements, for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment under any of the Documents and any such Special Assessments assessed against Contributing Lots and Contributing Lot Owners thereof shall be paid by such Contributing Lot Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment shall require the affirmative assent of the Lot Owners owning at least two-thirds (2/3) of the Lots, represented in person or by proxy at a meeting called and held in accordance with the Bylaws unless the Special Assessment is against an Owner for failure to maintain his Lot or Dwelling Unit or for failure to perform his maintenance responsibilities.

#### 7.4. Liability of Contributing Lot Owners for Individual Lot Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Subject Property, each Owner thereof acknowledges that each Contributing Lot and the Contributing Lot Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Contributing Lot Owners further recognize and covenant that they are jointly and severally liable with the Contributing Lot Owners of all Contributing Lots for the Association Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and successors and assigns). Accordingly, subject to such specific limitations,

it is recognized and agreed by each Owner who is or becomes a Contributing Lot Owner, for himself and his heirs, executors, successors and assigns, that in the event Contributing Lot Owners fail or refuse to pay their Individual Lot Assessments or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Contributing Lot Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Contributing Lot Owners and said Assessment may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in the Documents.

#### 7.5. Guaranteed Assessment During Guarantee Period

Developer covenants and agrees with the Association and the Contributing Lot Owners that for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1994 ("Guarantee Period"), that the annual Individual Lot Assessment will not exceed the amount set forth in the estimated operating budget of the Association ("Guaranteed Assessment") and that Developer will pay the difference, if any, between the actual Association expenses during the Guarantee Period (other than those Association Expenses which are for reserves or capital expenses or are properly the subject of a Special Assessment or Association Expenses which may be incurred for "Cable Service" and/or "Monitored Alarm Service" as hereinafter defined and described) and the amounts assessed as Guaranteed Assessments against Contributing Lots. The Guaranteed Assessment does include the annual assessments levied by the Corporation for Operating Expenses. Thus, during the Guarantee Period, Contributing Lot Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment, Special Assessments, and Assessments for Association Expenses for Cable Service and/or Monitored Alarm Service, if any. Developer hereby reserves the right to amend this Declaration from time to time, at Developer's sole election, to extend the Guarantee Period to a date ending no later than the Turnover Date.

After the Guarantee Period terminates, each Contributing Lot Owner shall be obligated to pay Assessments as set forth in Paragraph 7.1 hereof.

#### 7.6. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Contributing Lot Owner by the acceptance of a deed or other instrument of conveyance of a Lot within the Subject Property shall be deemed to have acknowledged and agreed that no such Institutional Mortgagee, or any person acquiring title to any part of a deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Developer, unless said assumption is made in accordance with the provisions set forth herein: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Documents; or (ii) to pay the difference between the actual Association Expenses and the Guaranteed Assessments, if any, assessed against Contributing Lots and the Contributing Lot Owners thereof during the Guarantee Period as may be provided for in any of the Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Developer to guarantee the amount of the Assessments as herein provided.

#### 7.7. Working Fund Contribution

Each Owner who purchases a Lot from Developer shall pay to the Association at the time legal title is conveyed to such Owner a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to no less than a two months' share of the annual Association Expenses applicable to such Lot pursuant to the initial budget. The purpose of the Working Fund Contribution is to insure that the Association will have cash available to

meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments. Developer has the right to cause the Association to use the Working Fund Contributions to defray Association Expenses during the Guarantee Period.

#### 7.8. Exempt Property

In the event that the Developer elects, during any period, to pay for all deficits of the Association as set forth in Article 6.6 hereof, then the Lots owned by the Developer shall be exempt from the Association Assessments for that period.

#### 8. ASSOCIATION EXPENSES: CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property and of the Association are hereby declared to be Association Expenses which the Association is obligated to assess and collect and which the Lot Owners are obligated to pay as provided herein or as may be otherwise provided in the Documents.

##### 8.1. Taxes

Any and all taxes or special assessments levied or assessed at any and all times upon any Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

##### 8.2. Utility Charges

All charges levied for utilities providing services for the Association Property, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge. Notwithstanding the foregoing, any and all utility charges required to operate any entrance feature to Lennox Isle, whether or not such is located on Association Property, shall be deemed an Association Expense.

##### 8.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under the documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Documents.

##### 8.4. Maintenance, Repair and Replacement

Any and all expenses necessary to: (i) maintain and preserve the Association Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association, and fixtures and equipment upon the Association Property in a manner consistent with the development of the Subject Property and in accordance with the covenants and restrictions contained herein and in the Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association as provided for in the Documents or as delegated by the Corporation, including, without limitation, any entrance sign(s) placed by Developer on the Association Property.

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### 8.5. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise-related entity of Developer) to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

### 8.6. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Association Expense.

### 8.7. Indemnification

The Association covenants and agrees that from and after the date hereof it will indemnify and hold harmless Developer, its shareholders, officers and directors from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property and improvements thereof and thereon, and from and against all costs, expenses, Legal Fees and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Association Expense, provided that the amount of any Assessment arising therefrom shall not be assessed against any House or Lot owned by Developer.

### 8.8. Failure or Refusal of Contributing Lot Owners to Pay Assessments

Funds needed for Association Expenses due to the failure or refusal of Contributing Lot Owners to pay Assessments levied shall, themselves, be deemed to be Association Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

### 8.9. Extraordinary Items

Extraordinary items of expense under the Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon.

### 8.10. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of

any of the documents must also be approved by a two-thirds (2/3) vote of the Lot Owners present at any Members' meeting having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

#### 8.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Association Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such reserves or any fund composed of same. Developer shall not be subject to any assessment for Reserves without its prior written consent.

#### 8.12. Cable Television System

Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Cable Agreement") entered into by the Association pursuant to which cable television service ("Cable Service") will be provided to all of the Houses on the Subject Property and whether or not the Cable Service includes features in addition to television reception such as, but not limited to, a smoke/heat detection system or other features; provided that notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Cable Agreement shall be apportioned equally but only amongst those Houses with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Developer or the Association to enter into a Cable Agreement.

#### 8.13. Security Gate and Monitored Alarm System

Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Security Gate Agreement") entered into by the Association pursuant to which a security calling system or monitored alarm service ("Monitored Alarm Service") will be provided to all of the Houses on the Subject Property and whether or not the Security Calling System or Monitored Alarm Service includes features in addition to security calling, perimeter monitored alarm services such as, but not limited to, a smoke/heat detection system, push button panels for emergency calls or other features; provided that notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Security Calling System or Monitored Alarm Agreement, if any, shall be apportioned equally but only amongst those Houses with respect to which the Association is being charged under or pursuant to the Security Calling System or Monitored Alarm Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Security Calling System or Monitored Alarm Service, if any, pursuant to a Security Calling System or Monitored Alarm Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Developer or the Association to enter into a Security Calling System or Monitored Alarm Agreement.

#### 8.14. Miscellaneous Expenses

The cost of any item of cost or expense pertaining to or for the benefit of the Owners, the Association or the Association Property, or any part thereof, not herein specifically enumerated and which is determined to

be an appropriate item of Association Expense by the Board shall be an Association Expense.

#### 9. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Association Expenses:

##### 9.1. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Association and, for so long as Developer owns any Lot, Developer as named insured thereof and including the Owners as insured thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property included within Lennox Isle and Recreation Area and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than One Million (\$1,000,000.) Dollars for bodily injury and One Hundred Thousand (\$100,000.) Dollars for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Association Property included within Lennox Isle and Recreational Area; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Association Property included within Lennox Isle and Recreational Area in developments similar to Lennox Isle and Recreational Area in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Developer or any other Owners or deny the claim of either Developer or Association because of negligent acts of the other, or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own House and, if the Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

##### 9.2. Hazard Insurance

Each Owner shall be responsible for the purchase of casualty insurance for all of his personal property and his House (as more particularly set forth in Paragraph 9.11 hereof). The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within the Association Property, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within the Association Property, including personal property owned by the Association, in and for the interest of the Association, all Owners and their mortgagees, as their interest may appear, with a company (or companies) acceptable to the standards set by the Board. The Association may hereafter be located, built or placed on the Association Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of

building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar in construction, location and use.

### 9.3. Flood Insurance

If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available, under the National Flood Insurance Program, or other flood program acceptable to the Board, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

### 9.4. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Lennox Isle and Recreational Area operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Individual Lot Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Houses within Lennox Isle ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Houses within Lennox Isle to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any House(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

### 9.5. Required Policy Provisions

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and "Listed Mortgagees" (as hereinafter defined) and shall be

deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 9.6. Restrictions of Mortgagees

No mortgagees shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagees have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

#### 9.7. Distribution of Insurance Proceeds and Losses

9.7.1. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Owners and mortgagees under the following terms:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 9.7.3 below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Association Property, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Houses setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 9.7.3. (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.), and three-fourths (3/4) of the Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance



proceeds equally among the Owners and shall promptly pay each share of such proceeds to the Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

9.7.2. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

9.7.3. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

9.7.4. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Lennox Isle and Recreational Areas, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of Lennox Isle and Recreational Areas as previously constructed shall require approval by the Lead Mortgagee.

9.7.5. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Common Area or Recreation Area.

9.7.6. Insurance Amounts. Notwithstanding anything in this Section 9 to the contrary, the amounts set forth for the purchase of insurance in this Section 9 are the minimum amounts to be purchased. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

9.7.7. Miscellaneous Policy Requirements. Policies insuring the property within Lennox Isle and Recreational Areas purchased pursuant to the requirements of this Section 9 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

9.7.8. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Section 9, provided that the coverages required hereunder are fulfilled.

#### 9.8. Fidelity Coverage

Association may acquire fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

9.8.1. Such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association;

9.8.2. Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Contributing Lots, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000.) for each such person; and

9.8.3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

#### 9.9. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

#### 9.10. Condemnation

In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lots, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Notwithstanding anything in this Section 9 to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

### 10. EASEMENTS

#### 10.1. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

#### 10.2. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Subject Property as covenants running with the Subject Property for the benefit of the Owners, the Association, the Corporation, Developer, all institutional mortgagees and all Easements and Reservations as may be set forth on the Plat and hereinafter specified for the following purposes:

##### 10.2.1. Utility and Services Easements

Easements are hereby granted to provide for installation, service, repair and maintenance of the equipment required to provide

utility services including, but not limited to, power, electric transmission, television cable, monitored alarm systems, light, telephone, gas, water, sewer and drainage, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchisees or governmental agencies; provided that all facilities for any of the foregoing shall be installed underground except those above ground facilities as shall be permitted in writing by the Association.

#### 10.2.2. Easement for Encroachment

An easement is hereby granted for encroachment in favor of an Owner, or the Association, in the event any portion of an Association improvement or Owners House or appurtenant improvements, now or hereafter, encroach upon any of the Lots or Association property as a result of inaccuracies in survey, construction or due to settlement or movement or caused by changes in the building design or site plan, provided such changes have been approved by the appropriate governmental authorities. Such encroaching improvements installed by Developer shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Association or Owner, thereof or his designees.

#### 10.2.3. Easement to Enter Upon Lots

An easement is hereby granted for ingress and egress in favor of the Association, including the board or the designees of the Board, to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Documents, including, but not limited to, ingress, egress, pest control, the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

#### 10.2.4. Easement for Masonry Wall

An easement is hereby granted over each Lot adjacent to the Masonry Wall, for the benefit of the Association, for ingress and egress for the repair and maintenance of the masonry Wall by the Association.

#### 10.2.5. Easement Over Association Property

An easement of enjoyment is hereby granted in favor of all Owners, their family members, guests, invitees and institutional mortgagees, lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) the right of the Association to suspend the voting rights and rights to use the Association Property of any Owner for any period during which Assessments against his Lot(s) remain unpaid;

(b) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other operating of the Subject Property; and

(c) all provisions set forth in the Documents.

#### 10.2.6. Easement Over Subject Property

An easement is hereby reserved in favor of the Developer and the Association for any drainage easements granted to others for drainage and flowage over and upon the Subject Property including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair underground water drainage and flowage pipes, so long as any necessary government permits or authorizations are obtained.

#### 10.3. Assignments

The easements reserved hereunder may be assigned by Developer or

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the Association in whole or in part to any city, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby authorize Developer and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph 10.4.

#### 10.4. Limitation of Easements

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed: (i) in accordance with the Documents; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (including, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Developer shall terminate upon Developer no longer owning any Lots or Houses, or interests in such on the Subject Property, except for the easement right of Developer set forth in Paragraph 10.2.6 hereof. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

#### 10.5. Use and Enjoyment Easement

Notwithstanding anything in this Declaration to the contrary, an Easement is granted to the adjoining houses for the use and enjoyment of open space, landscaping irrigation, paving and related purposes over any off-set areas between the lot line and the outside face of the building wall, so that each house shall have the use and enjoyment of usable open space areas with an average width of at least ten (10) feet.

#### 10.6. Drainage Easement

A four (4) foot drainage easement along the side of each lot and an eight (8) foot drainage easement along the rear lot line of each lot, as more specifically delineated on the Plat, are hereby granted to the Association for drainage and flow over and upon the lots and for the reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the necessary drainage and flow of water over the lots.

#### 10.7. Lennox Isle Easements

There is hereby reserved for the purpose of installing operating and maintaining governmental, public or private utility facilities, for purposes incidental to the development of Lennox Isle, those easements shown on any current Plat of Lennox Isle and as may be shown on any future recorded plat of Lennox Isle, and there is also hereby reserved within such easements, areas and rights of way for such other purposes as Developer or Association may in the future, determine.

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## **11. OCCUPANCY AND USE RESTRICTIONS**

### **11.1. Single-Family Use**

The Houses shall be the only houses constructed on the Residential Property. The Houses shall be for single-family use only. No commercial occupation or activity may be carried on the Subject Property except as such occupation or activity is permitted to be carried on by Developer under this Declaration.

### **11.2. Maintenance of Property**

The Lot and improvements thereon shall be kept in a good, safe, clean, neat and attractive condition. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. During construction of a House or other improvement upon any portion of the Subject Property, the Owner thereof shall be required to maintain said property in a clean condition and, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Subject Property must be removed within thirty (30) days after the completion of construction of the improvement on such portion of the Subject Property, as evidenced by issuance of a certificate of occupancy, if applicable.

### **11.3. Swales**

No Owner shall plant any trees or shrubs or the like in or on a swale area, nor shall any Owner alter the slope of the swales or take any other action which may impede the drainage system and the flowage of water.

### **11.4. Temporary Buildings, Etc.**

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Documents. No temporary structure may be used as a House.

### **11.5. Boats, Recreational Vehicles and Commercial Vehicles**

No motorcycle, trailer, boat, van, truck, camper, "jeep"-like vehicle or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of the Subject Property except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Subject Property.

### **11.6. Garages**

Each House shall have an attached garage. No garage shall be erected which is separate from the House. No garage shall be permanently enclosed so as to make such garage unusable by a vehicle, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area without the consent of Developer or the Association. No individual air conditioning units which are visible from outside the House shall be permitted in a garage. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

### **11.7. Signs**

Owners, other than Developer, shall not display any other sign, advertisement or notice of any type in Lennox Isle except as may be previously and specifically approved in writing by the Board; provided, however,

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the Board shall not approve any request to display "For Sale" signs.

#### 11.8. Animals and Pets

Only common household pets (i.e., dogs, cats, birds and fish) may be kept on any lot or in a House but in no event for the purpose of breeding or for any commercial purposed whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Subject Property. Any pet must be carried or kept on a leash when outside of a House or fenced in area. No pet shall be permitted to go or stray on any other lot without permission of the Owner of such lot. No pet shall be kept outside of a House, or in any screened area unless someone is present in the House.

Any pet must not be an unreasonable nuisance or annoyance to other Owners in Lennox Isle. If any pet interferes with the Association's maintenance obligations, upon written demand by the Association, the applicable Owner will be required to assume the obligations for such maintenance, without a reduction in Assessments for Association Expenses.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Subject Property.

#### 11.9. Additions and Alterations

No House shall be enlarged by any addition thereto or to any part thereof, and no owner shall make any improvement, addition or alteration to the exterior of his House, including, without limitation, the painting, staining or varnishing of the exterior of the House and the addition of screens or screen doors or enclosures, without being in accordance with the Documents and without the prior written approval of the Association, which approval may be withheld for purely aesthetic reasons.

#### 11.10. Plans and Specifications

Any repair, rebuilding or reconstruction on account of casualty or other damage to any House shall be substantially in accordance with the plans and specifications for such property as originally constructed or with new plans and specifications approved by the Association. The Association makes no representations or warranties regarding the approval of new plans and specifications and, thus, assumes no liability in this regard.

#### 11.11. Barbecues

Owners shall be permitted to locate and utilize barbecues only upon their respective Lots behind their respective Houses; provided, however, that such barbecues shall not be placed so as to interfere with lawn service and that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

#### 11.12. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

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11.13. Water Supply

No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

11.14. Mailboxes and Other Delivery Boxes

Until determined otherwise by the Association and the United States Postal Service, mailboxes shall not be installed without the prior written consent of the Association, which consent may be withheld based on purely aesthetic reasons.

11.15. Clotheslines

No clotheslines or clothes drying on any Lot, which is visible from outside of such Lot, shall be undertaken or permitted on the Subject Property.

11.16. Aerials

No antennae, satellite dish, aerials or the like shall be placed upon the Subject Property (unless wholly contained within a House and not visible from outside the House) without the prior written approval of the Association, which approval may be denied for purely aesthetic reasons.

11.17. Garbage and Trash

Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Subject Property, including any Association Property, or any property contiguous to the Subject Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot, in order to be collected may be placed and kept at the front of the Lot after 5:00 P.M. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a House or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

11.18 Landscaping

NO LANDSCAPING WHATSOEVER SHALL BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE BOARD AND THE BOARD OF THE CORPORATION because there are underground utilities which may present a hazard. If an Owner wishes to landscape an area which is located upon a utility easement, such Owner must obtain the appropriate approval for the landscaping from the provider of the utility service in addition to Board approval. Further, Owners shall not be permitted to plant shrubbery and flowering plants ("Plantings") within existing flower beds without the prior written consent of the Board. Plantings which have been approved by the Board shall be maintained by the Owners.

11.21. Certain Rights of Developer

The provisions, restrictions, terms and conditions of this Section 11 shall not apply to Developer as an Owner.

11.22. Notwithstanding any provision in this Article 11 the Owners understand and agree to abide by all of the General Protective Covenants set forth under Article 3 of the master Declaration.

12. MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY

In order to further establish and preserve the Subject Property, each Owner covenants and shall be obligated at all times to maintain portions of

his House (including, but not limited to, all glass and screens in windows and doors) in a neat, aesthetically pleasing manner, in proper condition and good repair. If an Owner is merely the Owner of a Lot without a House thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner.

#### 12.1. By Owners

The responsibility of an Owner is as follows:

##### 12.1.1. Maintenance and Repair

Owners shall maintain in good condition, and repair and replace at his expense, portions of his House and improvements thereon, including any screening on any porch, all window panes and all interior surfaces within his House (such as the surfaces of the walls, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving the House; and to pay for any utilities which are separately metered to his House. Every Owner must promptly perform all maintenance and repair work within his House, as aforesaid, which if not performed would affect any other portion of Lennox Isle or a House or Lot belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-maintained and repaired in accordance with the building plans and specifications utilized by Developer, except for changes or alterations approved by the Association as provided in this Declaration.

##### 12.1.2. Alterations

Owners shall not: (i) make any alterations in any improvement or landscaping within the Association Property; (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of the Association Property or which, in the sole opinion of the Association, would detrimentally affect the architectural design of a Building within the Subject Property without first obtaining the written consent of the Association.

##### 12.1.3. Painting and Association Approval

Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on their Lots or the Association Property without the approval of the Association. Owners shall not have any exterior lighting fixtures, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the House as determined by the Association without first obtaining specific written approval of the Association. The Association shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

##### 12.1.4. Duty to Report

Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

##### 12.1.5. Rights of Developer and Association

In the event any Owner fails to properly maintain his Lot and/or House pursuant to this Declaration ("Defaulting Owner"), the Association or Developer shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain property for which he has maintenance responsibility shall be determined in the sole discretion of the Association or Developer. The cost of performing such maintenance and the expenses of



collection (if any), together referred to herein as the "Remedial Maintenance Fee," and Legal Fees, shall be assessed against the Defaulting Owner.

Any Remedial Maintenance Fee, including Interest thereon, and Legal Fees as herein provided, are hereby declared to be a charge on each Lot and shall be a continuing lien upon the Lot or House against which the Remedial Maintenance Fee is assessed. A Defaulting Owner shall also be personally liable to the Association or Developer, as the case may be, for the payment of the Remedial Maintenance Fee assessed such Owner plus Interest and Legal Fees. In the event the amounts assessed against a Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Association or Developer, as the case may be, may proceed to enforce and collect said assessments against such Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and improvements thereon, if any, or House. The lien created hereby shall be effective only from and after the time of recordation amongst the Public Records, of a written, acknowledged statement signed by an authorized agent of the Association or Developer setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Notwithstanding the aforesaid, the provisions of this Section 12 may also be enforced in accordance with the provisions of Section 6 hereof.

#### 12.1.6. Liability for Actions

An Owner shall be liable for the expense incurred by the Association of any maintenance, repair or replacement of any real or personal property within Lennox Isle and Recreation Area and rendered necessary by his act, neglect or carelessness, or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

#### 12.2. By the Association

The responsibility of the Association is as follows:

##### 12.2.1. Maintenance and Repair

The Association shall repair, maintain and replace any and all improvements and facilities located upon the Association Property within Lennox Isle and Recreational Area, as otherwise provided herein, including, but not limited to, maintaining, repairing and replacing utility services, but excluding therefrom appliances and plumbing fixtures within a House. Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, dredging, chemical treatment and other services related to drainage areas, Association Property, swales, painting, structural upkeep, roadways and sidewalks. The Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity to the Subject Property to the extent that their deterioration or unkept appearance would adversely affect the appearance of the Subject Property.

##### 12.2.2. Failure of Owners to Perform Maintenance

In the event that an Owner fails to maintain such portions of Lennox Isle as an Owner is required to maintain in accordance with this Declaration, the Association shall have the right, but not the

obligation, upon thirty (30) days' written notice to an Owner, to enter upon the Subject Property for the purpose of performing the maintenance and/or repairs described in such notice to Owner. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against Owner as a Remedial Maintenance Fee.

#### 12.2.3. Maintenance of Landscaping

The Association shall maintain and care for any lawns and all landscaping which are encompassed within the Lot, including any hedge located in the rear patio area on the property line between two (2) Lots. "Maintenance and care" within the meaning of this subparagraph shall include fertilizing and spraying of lawns and landscaping, mowing, and edging of sod and landscaping so that at a minimum the initial landscaping for the Lot shall be maintained, all in accordance, however, with the HUD and other governmental requirements. NOTWITHSTANDING THE OBLIGATION OF THE ASSOCIATION TO MAINTAIN THE LAWNS, SHRUBBERY AND LANDSCAPING LOCATED UPON THE LOTS, REPLACEMENT OF SUCH LAWNS, SHRUBBERY AND LANDSCAPING, FOR ANY REASON WHATSOEVER, SHALL BE THE OBLIGATION OF THE OWNERS OF THE LOTS UPON WHICH SUCH REPLACEMENT IS REQUIRED. With respect to replacement of any hedge located in the rear patio area on the property line between two (2) Lots, the cost of replacing such hedge shall be borne by the Owners of the adjacent Lots and the replacement work shall be performed by the Association.

#### 13. GENERAL PROVISIONS

##### 13.1. Conflict with Other Documents

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control. In the event of any conflict between the Provisions of the Declaration and the Provisions of the Master Declaration, the Master Declaration Shall Control.

##### 13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the House owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

##### 13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Developer (so long as Developer holds an equitable or legal interest in any Lot and/or House), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision.

The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

#### 13.4. Captions, Headings and Titles

Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

#### 13.5. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

#### 13.6. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of law because of the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

#### 13.7. Certain Rights of Developer

Notwithstanding anything to the contrary herein contained, no improvements constructed or installed by Developer shall be subject to the approval of the Association or the provisions and requirements of this Declaration, although it is the intent of Developer to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Houses or real property in Lennox Isle, including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, use the Association Property and show Houses, and Developer reserves and shall have the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Subject Property. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales or leasing efforts shall not be considered a part of the Association Property and shall remain the property of Developer. This Paragraph 13.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such Amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, and the other rights reserved by Developer in the Documents may be assigned in writing by Developer in whole or in part. for the purposes of this Paragraph 13.7, the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Subject Property or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Paragraph 13.7, which are in addition to, and are no way a limit on, any

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other rights or privileges of Developer under any of the Documents, shall terminate upon Developer no longer owning any portion of the Subject Property (and having any equitable or legal interest therein) or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

### 13.8. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Developer of the Subject Property or any parts thereof in accordance with this Paragraph 13.8 shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

### 13.9. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.9.1. Until the Turnover Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not impair the common plan of development of Lennox Isle; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

13.9.2. After the Turnover Date, this Declaration may be amended by: (i) the consent of two-thirds (2/3) of all Owners present at a meeting at which a quorum is attained, together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of two-thirds (2/3) of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.9.3. Notwithstanding anything to the contrary contained herein, Developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors or mortgagees. Such amendment need be executed and acknowledged only by Developer and need not be approved by the Association, Owners, lienors or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

13.9.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association or of any Institutional Mortgagees under the Documents without the specific written approval of such Developer, Association and/or Institutional Mortgagees affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or

modify the provisions of Paragraph 13.14 and any such amendment shall be deemed to impair and prejudice the rights of Developer hereunder.

13.9.5. Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

13.9.6. Any amendment to this Declaration which would affect the surface water management as shown on the Plat must be joined in and consented to by the South Florida Water Management District and Coral Springs Improvement District or other necessary government agency (or its successor) in order to be effective.

13.9.7. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records.

13.9.8. Notwithstanding anything to the contrary in the Documents, all amendments, as set forth in this paragraph, shall be subject to the right of approval of the lender of the Developer for so long as the lender has a lien on any portion of the Subject Property. The Lender's right of approval shall not be unreasonably withheld.

#### 13.10. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Developer.

#### 13.11. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property and inure to the benefit of Developer, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99)-year term or any such ten (10)-year extension there is recorded amongst the Public Records an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99)-year term or the ten (10)-year extension during which such instrument was recorded.

#### 13.12. Rights of Mortgagees

##### 13.12.1. Right to Inspect Books, Records and Financial Statements

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. In addition, evidence of

insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a House upon written request to the Association.

#### 13.12.2. Rights of Listed Mortgagees

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and/or House and the legal description of such Lot and/or House, the Association shall provide such Listed Mortgagees with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot and/or House; and

(d) Any failure by an Owner owning a Lot and/or House encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

#### 13.12.3. Right of Listed Mortgagees to Receive Financial Statement

Any Listed Mortgagees shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

#### 13.13. Security

The Association may, but shall not be obligated to, maintain or support certain activities within Lennox Isle designed to make Lennox Isle safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY SECURITY CALLING SYSTEM OR MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN LENNOX ISLE. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY HOUSE, AND TENANTS, GUESTS AND INVITEES OF AN OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY HOUSE AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY HOUSE AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOUSES AND TO THE CONTENTS OF HOUSES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY HOUSE, OR ANY TENANT, GUEST OR INVITEE OF AN OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EX-PRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS

RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN LEWNOX ISLE, IF ANY.

13.14. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of the Owners of three-fourths (3/4) of all Lots (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments; or
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- (c) the enforcement of the use and occupancy restrictions contained in the Documents; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (e) filing a compulsory counterclaim.

13.15. Leases

Each lease entered into by an Owner shall provide, and if it does not provide it shall be deemed to provide, that: (i) the lessee thereunder shall be subject to all the Documents and shall abide by and be obligated to maintain the Lot and House to the same extent as the lessor and that failure to abide by the foregoing shall be deemed a material default under the terms of the lease; and (ii) the Association shall have the right to enforce the terms of the lease as the agent of lessor. Notwithstanding the foregoing, an Owner who leases his Lot and/or House shall remain liable for all the obligations set forth in the Documents. The provisions of this Paragraph 13.15 shall not be applicable to the lessees of Developer.

13.16. Compliance with Provisions

Each Owner, by acceptance of a deed or other instrument of conveyance for any portion of the Subject Property, agrees to be bound by and to comply with the provisions of this Declaration and the Documents.

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IN WITNESS WHEREOF, this Declaration has been signed by Developer and joined in by the Association on the respective dates set forth below.

WITNESSES:

Coral Lake V, Inc.

Print name: Mitchell C. Passin

By: Joseph Kodsi

Print name: Richard Ober

(SEAL)

LENNOX ISLE ASSOCIATION, INC.  
A Florida, Not For Profit  
Corporation

Print name: Mitchell C. Passin

By: Daniel Kodsi

Print name: Richard Ober

(SEAL)

STATE OF FLORIDA )

COUNTY OF Broward )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph Kodsi, the President of Coral Lake V, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me ~~or who has produced~~ as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1999.

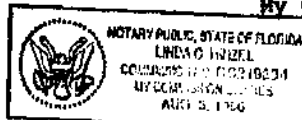
Notary Public State of Florida at  
Large

Typed, printed or stamped name of  
Notary

My Commission Expires: 8-5-96

STATE OF FLORIDA )

COUNTY OF Broward )



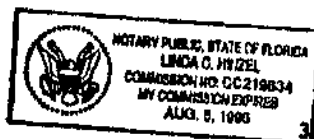
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by DANIEL KODSI, the Director of LENNOX ISLE ASSOCIATION, INC., a Florida corporation, not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me ~~or who has produced~~ as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1999.

Notary Public State of Florida at  
Large

Typed, printed or stamped name of  
Notary

My Commission Expires: 8-5-96



BR21982F60434



EXHIBIT "A"

LEGAL DESCRIPTION:

Parcels D and E, LAKEVIEW DRIVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 119 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH a portion of Parcel C of said LAKEVIEW DRIVE SUBDIVISION described as follows:

Commencing at the northeast corner of said Parcel C on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records on a curve concave to the southwest having a radius of 1856.86 feet and to said corner a radial line bears North 86°02'18" East; thence southerly, along said curve on the easterly line of said Parcel C, and along said westerly Right of Way line through a central angle of 00°48'09", a distance of 26.01 feet to the POINT OF BEGINNING; thence continue southerly, along said curve on said easterly line, and along said westerly Right of Way line through a central angle of 08°01'59", a distance of 260.34 feet; thence South 04°52'26" West, along said easterly line, and along said westerly Right of Way line, a distance of 250.00 feet to the southeast corner of said Parcel C; thence South 87°55'35" West, along the southerly line of said Parcel C, a distance of 555.29 feet to the southwest corner of said Parcel C and to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 Page 316 of said Public Records on a curve concave to the southwest having a radius of 2260.77 feet and to said corner a radial line bears North 81°15'37" East; thence northwesterly, along said curve on the said easterly Right of Way line, through a central angle of 12°12'53", a distance of 481.97 feet to a line parallel with and 26.00 feet southerly from the northerly line of said Parcel C; thence North 84°46'36" East, along said parallel line, non-tangent to said curve, a distance of 706.26 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH a portion of the Northwest Quarter (NW¼) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, described as follows:

BEGINNING at the southeast corner of said Parcel E on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records, on a curve concave to the northeast having a radius of 2344.83 feet and to said corner a radial line bears South 82°30'59" west; thence southeasterly, along said curve on said westerly right of Way line, through a central angle of 05°39'13", a distance of 231.37 feet to a point on a line parallel with and 231.00 feet southerly from the southerly line of said Parcel E; thence South 82°30'59" West, along said parallel line, non-tangent to said curve, a distance of 539.14 feet to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 at Page 316 of said Public Records; thence North 00°22'35" West, along said easterly Right of Way line, a distance of 232.79 feet to the southwest corner of said Parcel E; thence North 82°30'59" East, along said southerly line of Parcel E, a distance of 498.93 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 21.305 acres more or less.

## LAND DESCRIPTION

### RECREATION AREA

#### LENNOX ISLES

A portion of Parcel "E", LAKEVIEW DRIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 119, Page 50, of the Public Records of Broward County, Florida, together with a portion of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, all being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "E", lying on the Westerly right-of-way line of Coral Ridge Drive, as shown on the plat of CYPRESS RUN, as recorded in Plat Book 93, Page 16 of said Public Records, and lying on the arc of a non-tangent curve concave to the Northeast (said point bears South 82°30'59" West from the radius point of the next described curve);

**THENCE** Southeasterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 2,344.83 feet, a central angle of 05°39'13", an arc distance of 231.37 feet to a point on a line parallel with and 231.00 feet Southerly from the Southerly line of said Parcel "E";

**THENCE** South 82°30'59" West along said parallel line, 539.14 feet to the Easterly right-of-way of Coral Springs Improvement District Canal C-2, as described in Official Records Book 5115, at Page 315, of said Public Records;

**THENCE** North 00°22'35" West along said Easterly right-of-way line and the West line of said Parcel "E", 272.85 feet;

**THENCE** North 89°37'25" East, 101.79 feet to a point on the arc of a non-tangent curve concave to the Northeast (said point bears South 80°18'40" West from the radius point of the next described curve);

**THENCE** Southeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 67°47'41", an arc distance of 82.71 feet to the Point of Tangency;

**THENCE** North 82°30'59" East, 157.21 feet to the beginning of a tangent curve concave to the Northwest;

**THENCE** Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 27°31'38", an arc distance of 25.48 feet;

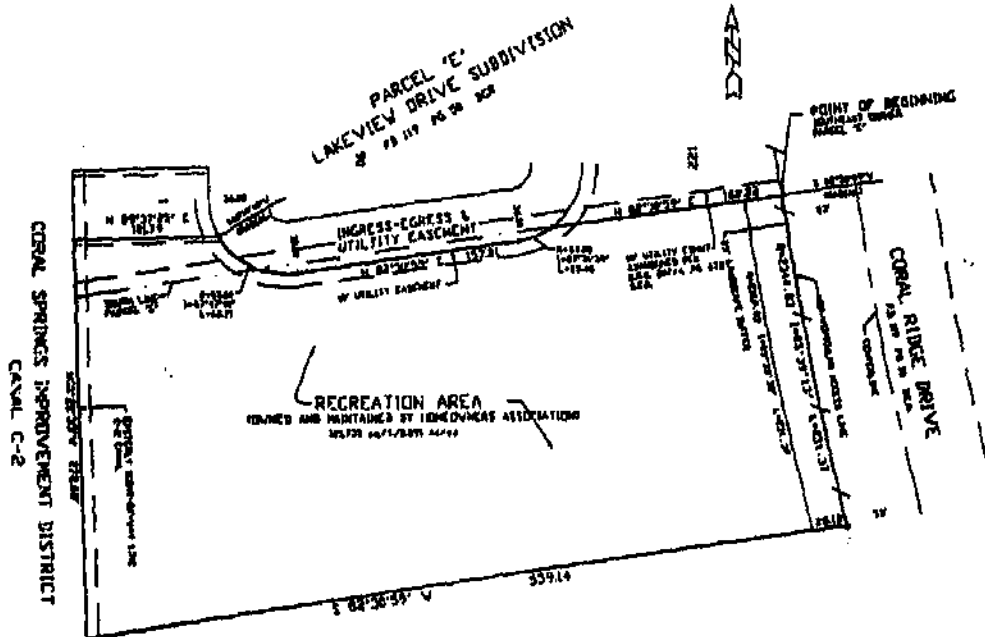
**THENCE** North 82°30'59" East, 162.22 feet to the **POINT OF BEGINNING**.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 125,735 square feet (2.891 acres), more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 504  
Fort Lauderdale, Florida 33309  
Project No. 93-0151  
Prepared By: MDR  
Checked By: MDR  
August 13, 1993  
LD001:003

EX21982PG0436

# SKETCH OF DESCRIPTION LENNOX ISLES RECREATION AREA



## SURVEY NOTES:

1. REVISIONS OF THIS SURVEY NOT VALID UNLESS MADE WITH AN ISSUED SURVEYOR'S SEAL.
2. LAND BOUNDARIES WERE NOT OBSERVED FOR THIS SURVEY. THE BOUNDARIES WERE DETERMINED BY MEANS OF AERIAL PHOTOGRAPHY AND AERIAL PHOTOGRAPHY.
3. BOUNDARIES WERE DETERMINED BY MEANS OF AERIAL PHOTOGRAPHY AND AERIAL PHOTOGRAPHY. THE BOUNDARIES WERE DETERMINED BY MEANS OF AERIAL PHOTOGRAPHY AND AERIAL PHOTOGRAPHY.
4. DATA FROM THIS SURVEY NOT CONSTITUTE A FIELD SURVEY AT THIS TIME.
5. 1 INDICATES CENTER LINE.
6. 2 INDICATES PLAT LINE.
7. 3 INDICATES FENCE.
8. 4 INDICATES SURVEY POINT MARKER.
9. 5 INDICATES OFFICIAL RECORD LINE.

## CERTIFICATE

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE RECREATION AREA IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS AN ENGINEER UNDER THE PROVISIONS OF CHAPTER 170, F.S. AND THE FLORIDA SURVEYING ACT OF 1968.

FOR THE FIRM OF:

*Michael D. Drotos*  
 Michael D. Drotos  
 Registered Professional Engineer  
 State of Florida, No. 12345

RE21902P0437

SHEET 2 OF 2

DATE	REVISION	BY	LENNOX ISLES RECREATION AREA LAKEVIEW DRIVE SUBDIVISION P.B. 119, PG. 50, S.C.R.				PROJECT NO.
			DRAWN BY:	CHECKED BY:	DATE:	SCALE:	
			MDZ	MDZ	08/18/95	1"=100'	95-0151

**LAND DESCRIPTION**  
**INGRESS, EGRESS & UTILITY EASEMENT**  
**LENNOX ISLES**

A portion of Parcels C, D and E, LAKEVIEW DRIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 119, Page 50, of the Public Records of Broward County, Florida, together with a portion of the Northwest Quarter (NW¼) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, all more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel C lying on the Westerly right-of-way line of Coral Ridge Drive, as shown on the Plat of CYPRESS RUN, recorded in Plat Book 93, Page 16, of said Public Records, and on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°02'18" East from the radius point of the next described curve);

THENCE Southerly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,858.86 feet, a central angle of 06°50'09", an arc distance of 286.35 feet to the Point of Tangency;

THENCE South 04°52'28" West, continuing along said Westerly right-of-way line, 473.43 feet to the POINT OF BEGINNING;

THENCE continue South 04°52'28" West along said Westerly right-of-way line, 258.39 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 2,344.83 feet, a central angle of 02°23'06", an arc distance of 97.81 feet;

THENCE North 86°42'17" West, 105.14 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 93°40'18", an arc distance of 27.79 feet to the Point of Tangency;

THENCE South 00°22'35" East, 373.56 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 82°53'34", an arc distance of 76.88 feet to the Point of Tangency and Reference Point "A";

THENCE South 82°30'59" West, 157.21 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 97°06'28", an arc distance of 89.83 feet to the Point of Tangency;

THENCE North 00°22'35" West, 635.12 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 2,355.77 feet, a central angle of 18°43'54", an arc distance of 770.17 feet;

THENCE North 72°26'06" East, 38.01 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 70°54'55" East from the radius point of the next described curve);

THENCE Southeasterly along the arc of said curve, having a radius of 2,391.77 feet, a central angle of 01°03'57", an arc distance of 44.50 feet to the beginning of a reverse curve concave to the Northeast;

EX 27982 PG 0438

THENCE Southeasterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 75°22'15", an arc distance of 22.36 feet to the Point of Tangency;

THENCE North 86°36'37" East, 413.37 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 15.00 feet, a central angle of 49°06'53", an arc distance of 12.86 feet to the point of reverse curvature with a curve concave to the West;

THENCE Northeasterly, Southerly and Northwesterly along the arc of said curve, having a radius of 40.00 feet, a central angle of 286°03'33", an arc distance of 199.71 feet to the Point of reverse curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 15.00 feet, a central angle of 56°58'39", an arc distance of 14.81 feet to the Point of Tangency;

THENCE South 86°36'37" West, 391.70 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 102°54'53", an arc distance of 30.54 feet to the point of reverse curvature with a curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 2,391.77 feet, a central angle of 03°49'59", an arc distance of 160.00 feet to the point of reverse curvature with a curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 77°54'17", an arc distance of 23.11 feet to the Point of Tangency;

THENCE North 89°37'25" East, 368.37 feet to the beginning of a tangent curve concave to the Southwest and Reference Point "B";

THENCE Southeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 96°15'01", an arc distance of 88.11 feet to the Point of Tangency;

THENCE South 04°52'26" West, 194.97 feet;

THENCE South 89°37'25" West, 121.83 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 90°00'00", an arc distance of 26.70 feet to the Point of Tangency;

THENCE South 00°22'35" East, 346.60 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, having a radius of 17.00 feet, a central angle of 86°19'42", an arc distance of 25.81 feet to the Point of Tangency;

THENCE South 86°42'17" East, 73.57 feet;

THENCE North 49°05'04" East, 38.76 feet;

THENCE North 04°30'43" East, 155.98 feet;

THENCE North 12°47'49" East, 64.20 feet to the POINT OF BEGINNING;

LESS:

COMMENCING at said Reference Point "A";

PK 21982+504.39

THENCE North 07°28'01" West, 36.00 feet to the POINT OF BEGINNING;

THENCE South 82°30'59" West, 157.21 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwestery along the arc of said curve, having a radius of 17.00 feet, a central angle of 97°06'26", an arc distance of 28.81 feet to the Point of Tangency;

THENCE North 00°22'35" West, 835.12 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwestery along the arc of said curve, having a radius of 2,391.77 feet, a central angle of 05°12'15", an arc distance of 217.48 feet to the point of reverse curvature with a curve concave to the Southeast;

THENCE Northeastery along the arc of said curve, having a radius of 17.00 feet, a central angle of 95°12'35", an arc distance of 28.25 feet to the Point of Tangency;

THENCE North 89°37'25" East, 165.96 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeastery along the arc of said curve, having a radius of 17.00 feet, a central angle of 90°00'00", an arc distance of 26.70 feet to the Point of Tangency;

THENCE South 00°22'35" East, 834.40 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwestery along the arc of said curve, having a radius of 17.00 feet, a central angle of 82°53'34", an arc distance of 24.59 feet to the POINT OF BEGINNING;

**ALSO LESS:**

COMMENCING at said Reference Point "B";

THENCE South 00°25'35" East along a line radial to the next described curve, 36.00 feet to the POINT OF BEGINNING, lying on the arc of a curve concave to the Southwest;

THENCE Southeastery along the arc of said curve, having a radius of 17.00 feet, a central angle of 95°15'01", an arc distance of 28.26 feet to the Point of Tangency;

THENCE South 04°52'26" West, 146.62 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwestery along the arc of said curve, having a radius of 17.00 feet, a central angle of 84°44'59", an arc distance of 25.15 feet to the Point of Tangency;

THENCE South 89°37'25" West, 316.65 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwestery along the arc of said curve, having a radius of 17.00 feet, a central angle of 83°06'57", an arc distance of 24.66 feet to the point of reverse curvature with a curve concave to the Southwest;

THENCE Northwestery along the arc of said curve, having a radius of 2,391.77 feet, a central angle of 03°30'48", an arc distance of 146.66 feet to the point of reverse curvature with a curve concave to the Southeast;

THENCE Northeastery along the arc of said curve, having a radius of 17.00 feet, a central angle of 100°23'51", an arc distance of 29.79 feet to the Point of Tangency;

THENCE North 89°37'25" East, 352.45 feet to the POINT OF BEGINNING.

Sold lands lying in the City of Coral Springs, Broward County, Florida, containing 160,503 square feet (3.685 acres), more or less.

BK21982P60441

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4801 N.W. 17th Way, Suite 504  
Fort Lauderdale, Florida 33309  
Project No. 93-0151  
Prepared By: MDR  
Checked By: MDR  
May 17, 1993  
LD001:001





## LAND DESCRIPTION

### COMMON AREA

### LENNOX ISLES

A portion of Parcel "E", LAKEVIEW DRIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 119, Page 50, of the Public Records of Broward County, Florida, together with a portion of the Northwest Quarter (NW¼) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, all being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "E", lying on the Westerly right-of-way line of Coral Ridge Drive, as shown on the plat of CYPRESS RUN, as recorded in Plat Book 83, Page 16 of said Public Records, and lying on the arc of a non-tangent curve concave to the Northeast (said point bears South 82°30'59" West from the radius point of the next described curve);

**THENCE** Southeasterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 2,344.83 feet, a central angle of 05°39'13", an arc distance of 231.37 feet to a point on a line parallel with and 231.00 feet Southerly from the Southerly line of said Parcel "E";

**THENCE** South 82°30'59" West along said parallel line, 25.12 feet to a point lying on the arc of a non-tangent curve concave to the Northeast (said point bears South 76°55'21" West from the radius point of the next described curve);

**THENCE** Northwesterly along the arc of said curve, having a radius of 2,369.83 feet, a central angle of 14°52'23", an arc distance of 815.16 feet;

**THENCE** North 42°16'53" West, 41.47 feet;

**THENCE** South 86°42'17" East, 54.04 feet to said Westerly right-of-way line of Coral Ridge Drive and a point on the arc of a non-tangent curve concave to the Northeast;

**THENCE** Southeasterly along the arc of said curve, having a radius of 2,344.83 feet, a central angle of 06°58'21", an arc distance of 408.13 feet to the **POINT OF BEGINNING**.

Containing 18,067 square feet (0.389 acres), more or less.

### TOGETHER WITH:

A portion of Parcels "C" and "D", LAKEVIEW DRIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 119, Page 50, of the Public Records of Broward County, Florida, all more particularly described as follows:

**COMMENCING** at the Northeast corner of said Parcel "C" lying on the Westerly right-of-way line of Coral Ridge Drive, as shown on the Plat of CYPRESS RUN, recorded in Plat Book 83, Page 16, of said Public Records, and on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°02'16" East from the radius point of the next described curve);

**THENCE** Southerly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,856.86 feet, a central angle of 00°48'09", an arc distance of 26.01 feet to the **POINT OF BEGINNING**;

**THENCE** continuing Southerly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,856.86 feet, a central angle of 06°01'59", an arc distance of 260.34 feet to the Point of Tangency;

**THENCE** South 04°52'26" West, continuing along said Westerly right-of-way line, 473.43 feet;

**THENCE** continue South 11°36'21" West, 100.00 feet;

THENCE South 04°52'26" West, 150.00 feet;

THENCE South 48°05'05" West, 21.50 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 85°16'42" West from the radius point of the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 2,371.63 feet, a central angle of 00°09'08", an arc distance of 6.30 feet to the Point of Tangency;

THENCE North 04°52'26" East, 196.77 feet to an angle point;

THENCE North 07°08'48" East, 50.43 feet to an angle point;

THENCE North 04°52'26" East, 484.65 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northeasterly along the arc of said curve, having a radius of 1,831.36 feet, a central angle of 02°36'01", an arc distance of 83.31 feet;

THENCE North 50°16'47" West, 16.98 feet to a point on the arc of a non-tangent curve concave to the West (said last course being radial to the next described curve);

THENCE Northeasterly and Northwesterly along the arc of said curve, having a radius of 40.00 feet, a central angle of 76°34'35", an arc distance of 63.46 feet;

THENCE North 52°58'48" East, 16.82 feet;

THENCE North 01°31'53" West, 102.27 feet;

THENCE North 84°46'36" East, 25.02 feet to the POINT OF BEGINNING;

Containing 19,884 square feet (0.457 acres), more or less.

**TOGETHER WITH:**

A portion of Parcels "D" and "E", LAKEVIEW DRIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 119, Page 50, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "D", same being the Northeast corner of said Parcel "E", lying on the Westerly right-of-way line of Coral Ridge Drive, as shown on the Plat of CYPRESS RUN, recorded in Plat Book 93, Page 18, of said Public Records, and on the arc of a non-tangent curve concave to the Northeast (said point bears North 86°42'17" West from the radius point of said curve)

THENCE North 86°42'17" West along the line common to said Parcels "D" and "E", 161.22 feet to the POINT OF BEGINNING;

THENCE South 00°22'35" East, 5.06 feet;

THENCE South 89°37'25" West, 20.00 feet;

THENCE North 00°22'35" West, 38.40 feet;

THENCE North 89°37'25" East, 20.00 feet;

THENCE South 00°22'35" East, 33.34 feet to the POINT OF BEGINNING.

Containing 768 square feet (0.018 acres), more or less.

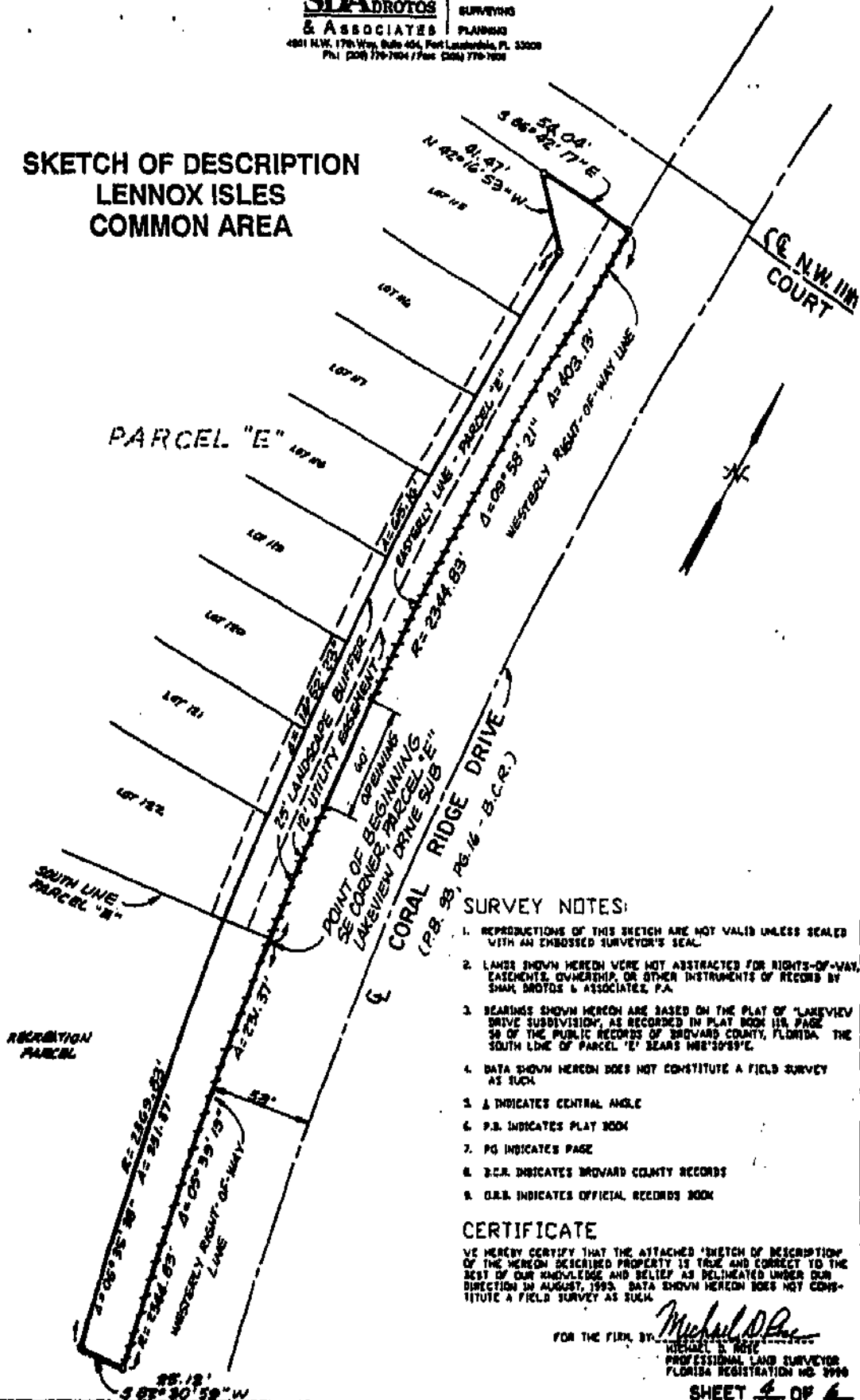
EX-1982P6044

Said lands lying in the City of Coral Springs, Broward County, Florida, containing a computed net area of 38,719 square feet (0.844 acres), more or less.

EX 21982PE0445

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 504  
Fort Lauderdale, Florida 33309  
Project No. 83-0161  
Prepared By: MDR  
Checked By: MDR  
August 17, 1993  
LD001:004

# SKETCH OF DESCRIPTION LENNOX ISLES COMMON AREA



## SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LINES SHOWN HEREIN WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY SHAW, STADROTOS & ASSOCIATES, P.A.
3. BEARINGS SHOWN HEREIN ARE BASED ON THE PLAT OF 'LAKEVIEW DRIVE SUBDIVISION', AS RECORDED IN PLAT BOOK 119, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE SOUTH LINE OF PARCEL 'E' BEARS N88°30'59"E.
4. DATA SHOWN HEREIN DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. A INDICATES CENTRAL ANGLE
6. P.B. INDICATES PLAT BOOK
7. PG. INDICATES PAGE
8. B.C.R. INDICATES BROWARD COUNTY RECORDS
9. O.R.B. INDICATES OFFICIAL RECORDS BOOK

## CERTIFICATE

WE HEREBY CERTIFY THAT THE ATTACHED 'SKETCH OF DESCRIPTION' OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION ON AUGUST, 1993. DATA SHOWN HEREIN DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY

*Michael D. B...*  
MICHAEL D. B...

PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 2990

SHEET 4 OF 6

DATE	REVISIONS	BY	LENNOX ISLES COMMON AREA LAKEVIEW DRIVE SUBDIVISION P.B. 119, PG. 50, B.C.R.				
			DRAWN BY	CHECKED BY	DATE	SCALE	PROJECT NO.
			LLL	HDR	8-10-93	1"=60'	93-0181

BR21982P6046

POINT OF COMMENCEMENT  
NE CORNER - PARCEL "C"

R=1856.86'  
Δ=00°45'09"  
A=24.01'

POINT OF BEGINNING

SOUTH LINE - PARCEL "B"

25.02'  
N 84°46'36"E

NORTH LINE  
PARCEL "C"

LOT 40

16.82'  
N 52°55'48"E

R=40.00'  
Δ=75°34'36"  
A=55.46'

16.98'  
N 50°16'47"W

LOT 40

R=1831.36'  
Δ=02°36'01"  
A=83.31'

LOT 50

MATCH LINE

CORAL RIDGE DRIVE  
(P.B. 93, PG. 16 - B.C.R.)

MATCH LINE

PARCEL  
PARCEL "D"

LOT 100

LOT 100

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

WESTERLY RIGHT-OF-WAY LINE

CORAL RIDGE DRIVE  
(P.B. 93 PG. 16 - B.C.R.)

R=2371.83'  
Δ=00°09'08"  
A=6.80'

SHEET 5 OF 6

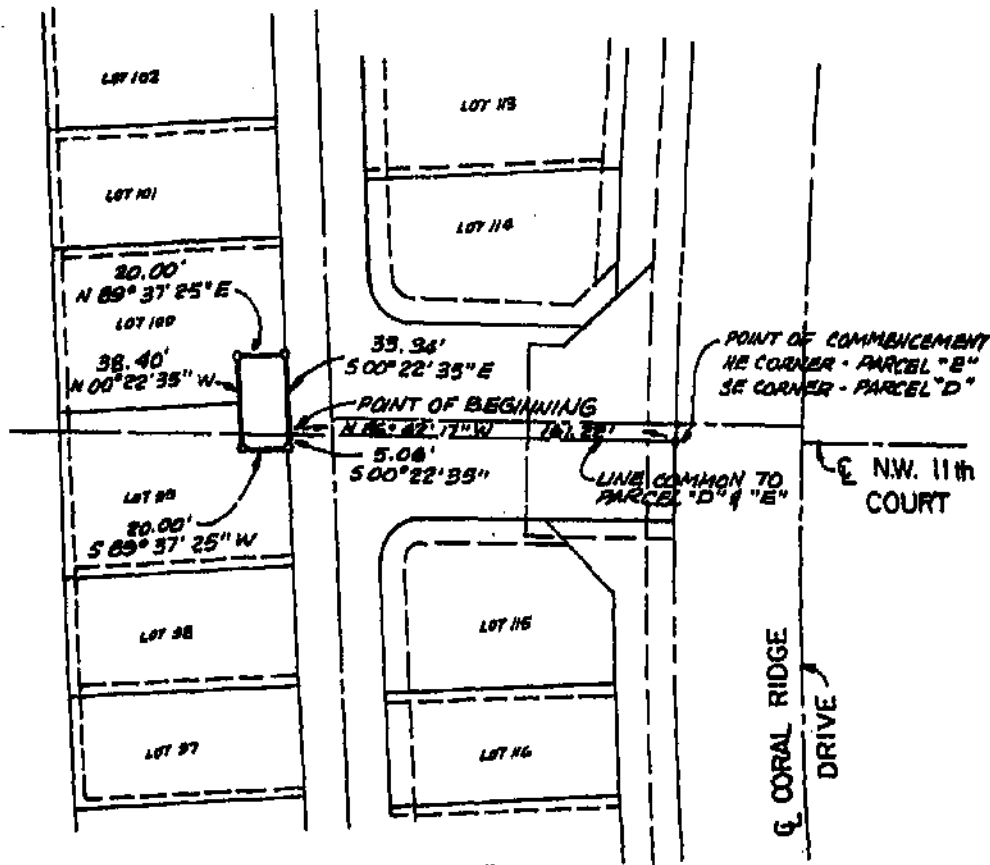
DATE	REVISIONS	BY	LENNOX ISLES COMMON AREA LAKEVIEW DRIVE SUBDIVISION P.B. 119, PG. 50, B.C.R.			
			DRAWN BY:	CHECKED BY:	DATE	SCALE:
			LLL	MOR	8-10-93	1" = 60'
						PROJECT NO:
						23-0151

PK21982PG0447

**SHAH  
S.D. ADROTOS  
& ASSOCIATES**

ENGINEERING  
SURVEYING  
PLANNING

4801 N.W. 17th Way, Suite 504, Fort Lauderdale, FL 33308  
PH: (305) 775-7804 / Fax: (305) 775-7805



BR21982P60448

SHEET 4 OF 6

DATE	REVISIONS	BY	LENNOX ISLES COMMON AREA LAKEVIEW DRIVE SUBDIVISION P.B. 119, PG. 80, B.C.R.			
			DRAWN BY:	CHECKED BY:	DATE:	SCALE:
			LLL	MOR	8-10-93	1" = 60'
						PROJECT NO.:
						33-0181

ARTICLES OF INCORPORATION  
OF  
LENNOX ISLE ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)

FILED  
AUG 13 PM 3 21  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the power hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" mean these Articles of Incorporation of the Association.
2. "Association" means Lennox Isle Association, Inc., a Florida corporation not for profit.
3. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in the Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property, or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Documents.
4. "Association Property" means the property more particularly described in Paragraph 4.2 of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" mean the Bylaws of the Association and any amendments thereto.
7. "Lennox Isle" means the name given to the planned residential development being developed by Developer in the County in accordance with the Declaration.
8. "Corporation" means Lake Coral Springs Association, Inc., a Florida corporation not for profit organized to administer the Corporation Property and having among its members the Association.
9. "Corporation Property" means such portions of the "Total Property" (as defined in the Master Declaration) which the Corporation is required to maintain.
10. "County" means Broward County, Florida.
11. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle at Coral Lakes Community which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
12. "Developer" means Coral Lake V, Inc., a Florida corporation, its successors and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
13. "Director" means a member of the Board.
14. "Documents" mean in the aggregate the Declaration, these Articles, the Bylaws, the Master Declaration, the Articles of Incorporation and Bylaws of the Corporation, and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.
15. "House" means a residential house intended as an abode for one family constructed on the Subject Property.

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16. "Lennox Isle" means the residential community planned for development upon the Subject Property committed to land use under the Declaration which is intended to be comprised of One Hundred and Twenty-Two (122) single family units and the Association Property. Lennox Isle is one of the communities within Coral Lakes Community.

17. "Lot" means any Lot as shown on a sketch of the Plat Exemption for all of Parcels D and E, together with a portion of Parcel C, LAKEVIEW DRIVE SUBDIVISION per city of Coral Springs Resolution # \_\_\_\_\_ and as recorded in, or to be recorded in, the Public Records of Broward County, Florida.

18. "Master Declaration" means the Declaration and General Protective Covenants for Lake Coral Springs Community, recorded or to be recorded among the Public Records of the County.

19. "Member" means a member of the Association.

20. "Operating Expenses" mean the expenses for which Owners are liable to the Corporation as more particularly described in the Master Declaration and include, but are not limited to, the costs and expenses incurred by the Corporation in administering, operating, reconstructing, maintaining, repairing and replacing the Corporation Property.

21. "Owner" means the owner(s) of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

22. "Plat" means the sketch of the Plat Exemption for all of Parcels D and E, together with a portion of Parcel C, LAKEVIEW DRIVE SUBDIVISION per city of Coral Springs Resolution # \_\_\_\_\_ and as recorded in, or to be recorded in, the Public Records of Broward County, Florida.

23. "Subject Property" means the real property designated as "Lennox Isle" and more particularly described on Exhibit A to the Declaration.

#### ARTICLE II NAME

The name of this corporation shall be LENNOX ISLE ASSOCIATION, INC., a Florida corporation not for profit, whose present address is 3300 University Drive, Suite 412, Coral Springs, Florida 33065.

#### ARTICLE III PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Documents, to maintain the Association Property and the Recreational Facilities, and to carry out the covenants and enforce the provisions of the Documents. The Association is a "Neighborhood Association" as contemplated by the Master Declaration.

#### ARTICLE IV POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Documents.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Documents.



2. To make, establish, amend and enforce reasonable rules and regulations governing the Subject Property and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Association Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate the Subject Property and to maintain, repair, replace and operate the Association Property and the Recreational Facilities in accordance with the Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and Recreational Facilities and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Subject Property in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Lennox Isle.

9. To become and continue to be a "Neighborhood Association" of the Corporation, as defined in the Articles of Incorporation of the Corporation ("Corporation Articles"), in accordance with the Corporation Articles and Bylaws of the Corporation ("Corporation Bylaws") and other Documents, and to perform the functions and discharge the duties incumbent upon such membership including, but not limited to, designating the President as the Representative of the Association at the meetings of the Corporation as set forth in the "Master Declaration" and collecting and transmitting to the Corporation any assessment for Operating Expenses due from the Owners.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments; or
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Documents; or
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owner); or
- (e) filing a compulsory counterclaim.

**ARTICLE V  
MEMBERS AND VOTING**

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Developer. Developer shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Developer who shall be entitled to three (3) votes for each Lot owned by Developer. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Four (4) months after the conveyance of seventy-five percent (75%) of the "Total Developed Lots" (as defined in paragraph X.C hereof) by Developer as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) Five (5) years following the conveyance of the first Lot to an Owner other than Developer; or

(iii) At such time as Developer shall designate in writing to the Association.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot except for Developer-owned Lots as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a corporation or other legal

entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partner or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owner by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a limited proxy signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different limited proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different limited proxy by the other spouse, the vote of said Lot shall not be considered. Notwithstanding the foregoing, proxies may not be used for voting in elections.

I. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

#### ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is:

GARY FOSNER  
3300 University Drive, Suite 412  
Coral Springs, Florida 33065

#### ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant-Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from among the membership of the Board, but no other officer need be a Director. The same person may hold more than one office, the duties of which are not incompatible, provided, however, the office of President shall not be held simultaneously by the Vice President, Secretary or Assistant Secretary.

ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Joseph Kodsi
Vice President	-	Albert Kodsi
Secretary/Treasurer	-	Daniel Kodsi

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") who are to serve until the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be determined by the board prior to each meeting at which Directors are to be elected. Except for Developer-appointed Directors, Directors must be Members or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Joseph Kodsi	3300 University Drive, Ste. 412 Coral Springs, Florida 33065
Albert Kodsi	3300 University Drive, Ste. 412 Coral Springs, Florida 33065
Daniel Kodsi	3300 University Drive, Ste. 412 Coral Springs, Florida 33065

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that Lennox Isle, when ultimately developed, shall contain an aggregate of 122 Lots.

D. Upon the Turnover Date, the Members other than Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Developer's Resignation Event or until he is removed in the manner hereinafter provided:

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws' provided, however, that the Members shall be given at least fourteen (14) days notice of such meeting. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors to be designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds any Lot for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article K, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

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**ARTICLE XI  
INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

**ARTICLE XII  
BYLAWS AND DECLARATION**

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control. In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall control.

**ARTICLE XIII  
AMENDMENTS**

A. Prior to the conveyance by Developer of a Lot to an Owner, these Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Lot to an Owner, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the annual members' meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, a amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select directors as provided in Article X hereof, nor shall any amendment to these Articles be adopted or become effective without the prior written consent of Developer.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 3300 University Drive, Suite 412, Coral Springs, Florida 33065, and the initial registered agent of the Association at that address shall be Gary Posner.

#### ARTICLE XV DISSOLUTION OF ASSOCIATION

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

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Developer (or its successor in interest) shall be returned to the Developer (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

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

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

B. The Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board; three-fourths (3/4) of the Members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403 (1991), Florida Statutes, as amended.

#### ARTICLE XVI TRANSACTION IN WHICH OFFICERS ARE INTERESTED

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

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature  
this 30 day of July, 1993.

GARY D. POSNER  
GARY D. POSNER

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.

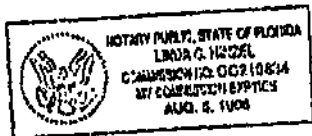
GARY D. POSNER

Dated: 30 of July 1993

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared GARY POSNER, to me known to be the person described as Incorporator and Registered Agent of LENNOX ISLE ASSOCIATION, INC., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me ~~or who has produced~~ as identification and who ~~DID/DID NOT~~ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1993.



Linda C. Hinzl  
Notary Public  
State of Florida at Large

Linda C. Hinzl  
Typed, printed or stamped name of Notary

My Commission Expires: 8/2/94

FILED  
JUL 13 PM 3 21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BR21982PG0458



# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LENNOX ISLE ASSOCIATION, INC., a Florida corporation, filed on August 13, 1993, as shown by the records of this office.

The document number of this corporation is N93000003672.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirteenth day of August, 1993



CR25022 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

BK21982PG0459

**BYLAWS OF  
LENNOX ISLE ASSOCIATION INC.**

**Section 1. Identification of Association**

These are the Bylaws of Lennox Isle Association, Inc., ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

**Section 2. Explanation of Terminology**

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

**Section 3. Membership; Members' Meetings; Voting and Proxies**

3.1 The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"); however, so long as Developer is entitled to appoint a majority of the Directors, no annual meetings will be required. The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Member's Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles), elect two (2) persons to represent the Association ("Representatives") at meetings of the Association Members and the Board of Directors of the Corporation and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members or any Class Members, as the case may be, shall be held at any place within the County whenever called by the President or Vice President or by a majority of Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting. Unless specifically stated otherwise herein, the provisions to these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members or any Class Members, as the case may be, may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or any Class Members, as the case may be, or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members or any Class Members, as the case may be, as to the matter or matters to be agreed or voted upon shall be binding on the Members or any Class Members, as the case may be, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast one-third (1/3) of the total number of votes of the Class Members. Limited proxies and general proxies may be used to establish a quorum.

"Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the proxy, any adjournments thereof. A proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Documents or by law, then such express provision shall govern and control the required vote on the decision of such question. Members may not vote by general proxy.

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3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members or Class Members, as the case may be, who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the Meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by written ballot. Members may not vote in elections by proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written

request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law. If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

## Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director of a corporation not for profit.

## Section 6. Late Fees

A Member who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount set forth in the Rules and Regulations. Members shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessment whether or not an action at law to collect said Assessment and foreclosure the Association's lien has been commenced. The Board has authorized an initial schedule of fees for such circumstances, which schedule is also set forth in the Rules and Regulations.

## Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute. The President shall also act as the "Neighborhood Association's" Representative at any meetings called by Lake Coral Springs Association, Inc., and shall be empowered to cast the vote for the Neighborhood Association Members at said meetings.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Associations, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary.

of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Lennox Isle.

#### Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots or Houses owned by any Director or officer (other than appointees of Developer or officers who were not Members) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Contributing Lot within the Subject Property which shall designate the name and address of the Contributing Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

9.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Declaration, the Board shall adopt a budget (as provided for in the Declaration) of the anticipated Association Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first House in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed budget for the Association Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the budget, a copy thereof shall

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be furnished to each Member, and each Contributing Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Contributing Lot(s). The copy of the budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Contributing Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Association Expenses and for all unpaid Association Expenses previously incurred; and (v) items of Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Association Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Association Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Lennox Isle; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be



conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Roster of Members

Each Member shall file with the Association a copy of the recorded deed or other document showing his ownership or right of use. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Members of record with the Association on the date notice of any Meeting requiring their vote is given shall be entitled to notice of and to vote at such Meeting, unless prior to such Meeting other Members shall produce adequate evidence of their interest and shall waive in writing notice of such Meeting.

#### Section 12. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 13. Amendment of the Bylaws

13.1 These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

LENNOX ISLE ASSOCIATION, INC.,  
a Florida Corporation not "For Profit"

By: \_\_\_\_\_

Attest: \_\_\_\_\_

(SEAL)

SK21982760468

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

OCT. 30, 1997 3:52PM BECKER POLIAKOFF HAD  
This instrument was prepared by.

NO. 924 P. 2/2

Robert Rubinstein, Esquire,  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

97-635200 T#001  
12-05-97 10:24AM

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
LENNOX ISLE

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, recorded April 8, 1994 in Official Records Book 21882 at Page 403 of the Public Records of Broward County, Florida, encumbering the lands more particularly described on Exhibit A, attached hereto and incorporated herein by reference, were duly adopted in the manner provided therein at a meeting held September 25, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 1 day of November, 1997, at LAUDERDALE LAKES, Broward County, Florida.

WITNESSES

Sign Tiffany O'Neill

Print TIFFANY O'NEILL

Sign Debbie Rosier

Print DEBBIE ROSIER

LENNOX ISLE ASSOCIATION, INC.

By: [Signature] 32 Nov. 97

Rolando Santos, President

Address: 11679 N.W. 12th Street  
Orlando, FL

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of November, 1997, by Rolando Santos, as President of Lennox Isle Association, Inc., a Florida not-for-profit corporation.

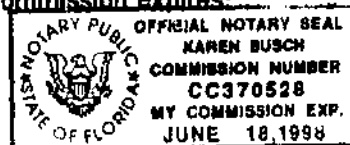
Personally Known ☒ OR  
Produced Identification ☐

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]  
print KAREN BUSCH

My Commission expires:



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EXHIBIT "A"

LEGAL DESCRIPTION:

Parcels D and E, LAKEVIEW DRIVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 119 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH a portion of Parcel C of said LAKEVIEW DRIVE SUBDIVISION described as follows:

Commencing at the northeast corner of said Parcel C on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records on a curve concave to the southwest having a radius of 1856.86 feet and to said corner a radial line bears North 86°02'18" East; thence southerly, along said curve on the easterly line of said Parcel C, and along said westerly Right of Way line through a central angle of 00°48'09", a distance of 26.01 feet to the POINT OF BEGINNING; thence continue southerly, along said curve on said easterly line, and along said westerly Right of Way line through a central angle of 08°01'59", a distance of 260.34 feet; thence South 04°52'26" West, along said easterly line, and along said westerly Right of Way line, a distance of 250.00 feet to the southeast corner of said Parcel C; thence South 87°55'35" West, along the southerly line of said Parcel C, a distance of 555.29 feet to the southwest corner of said Parcel C and to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 Page 316 of said Public Records on a curve concave to the southwest having a radius of 2260.77 feet and to said corner a radial line bears North 81°15'37" East; thence northwesterly, along said curve on the said easterly Right of Way line, through a central angle of 12°12'53", a distance of 481.97 feet to a line parallel with and 26.00 feet southerly from the northerly line of said Parcel C; thence North 84°46'36" East, along said parallel line, non-tangent to said curve, a distance of 706.26 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH a portion of the Northwest Quarter (NW¼) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, described as follows:

BEGINNING at the southeast corner of said Parcel E on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records, on a curve concave to the northeast having a radius of 2344.83 feet and to said corner a radial line bears South 82°30'59" west; thence southeasterly, along said curve on said westerly right of Way line, through a central angle of 05°39'13", a distance of 231.37 feet to a point on a line parallel with and 231.00 feet southerly from the southerly line of said Parcel E; thence South 82°30'59" West, along said parallel line, non-tangent to said curve, a distance of 539.14 feet to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 at Page 316 of said Public Records; thence North 00°22'35" West, along said easterly Right of Way line, a distance of 232.79 feet to the southwest corner of said Parcel E; thence North 82°30'59" East, along said southerly line of Parcel E, a distance of 498.93 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 21.305 acres more or less.

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**AMENDMENTS TO THE  
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
LENNOX ISLE**

1. Article 11, Sections 11.2, 11.8, 11.15, 11.16, 11.17 and 11.23 of the Declaration of Protective Covenants, Restrictions and Easements are amended to read as follows:

**11.2. Maintenance of Property**

The Lot and improvements thereon shall be kept in a good, safe, clean, neat and attractive condition. No refuse or unsightly object shall be allowed to be placed or permitted to remain anywhere thereon. During construction of a House or other improvement upon any portion of the Subject Property, the Owner thereof shall be required to maintain said property in a clean condition and, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Subject Property must be removed within thirty (30) days after the completion of construction of the improvement on such portion of the Subject Property, as evidenced by issuance of a certificate of occupancy, if applicable. All Owners must maintain their Lot in a condition aesthetically pleasing and consistent with the Development.

**11.8 Animals and Pets**

Only common household pets (i.e., dogs, cats, birds and fish) may be kept on any Lot or in a House but in no event for the purpose of breeding or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull or rottweiler be permitted on the Subject Property. Any pet must be carried or kept on a leash when outside of a House or fenced in area. No pet shall be permitted to go or stray on any other Lot without permission of the Owner of such Lot. No pet shall be kept outside of a House, or in any screened area unless someone is present in the House.

**11.15 Clotheslines**

No outside clothesline or clothes drying shall be permitted on any Lot, ~~which is visible from outside of such Lot, shall be undertaken or permitted on the Subject Property.~~

**11.16 Aerials**

No antennae, satellite dish, aerials or the like shall be placed upon the Subject Property (unless wholly contained within a House and not visible from outside the House) without the prior written approval of the Association, ~~which approval may be denied for purely aesthetic reasons.~~ Satellite dishes that are one meter or less in diameter may be installed. Satellite dishes which are larger than one meter are prohibited. Antennae and satellite dishes must be installed solely on individually-owned property, as designated on the recorded deed. If acceptable quality signals can be received by placing antennas or satellite dishes inside a House without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited. Antennae and satellite dishes must not encroach upon any Association Property, or any other Owner's property. Antennae and satellite dishes shall be located in a place shielded from view from outside the community or from other Lots to the maximum extent possible; provided, however, that nothing herein would require installation in a location from which an acceptable quality signal cannot be received. This section does not permit

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installation on Association Property, even if an acceptable quality signal cannot be received from an individually-owned lot. Antennas and satellite dishes shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. All installations shall be completed so they do not damage the Association Property, or the lot of any other Owner, or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on Association Property or lots. Antennas and satellite dishes shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit. Antennas, satellite dishes or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location. Antennas, satellite dishes, masts and any visible wiring shall be painted to match the color of the structure to which they are installed. Antennas and satellite dishes situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas and satellite dishes to be screened by new landscaping or screening at the Owner's expense. Antennas and satellite dishes may not obstruct a driver's view of an intersection or street. Any Owner desiring to install an antenna or satellite dish must complete a notification form and submit it to the Association. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately. If the installation is other than routine for any reason, the Owner and the Association must establish a mutually convenient time to meet to discuss installation methods, which cannot be less than the time required by the governing documents and state laws governing notice of board meetings, but must be as soon as practical.

#### 11.17 Garbage and Trash

Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his lot, and no owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Subject Property, including any Association Property, or any property contiguous to the Subject Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot, in order to be collected may be placed and kept at the front of the lot, only at the end of the driveway opposite the mailbox, after 5:00 P.M. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a house or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

#### 11.23 Owners Renting Homes

Any Owner wishing to rent his house must get approval from the Board and the renters must go before a Renters Review Committee. The cost for this review shall be One Hundred Dollars (\$100.00) per applicant, other than husband/wife or parent/dependent child, which are considered one applicant, and shall be paid by the Owner or renter. The Owner shall be liable to the Association for any damages to property caused by the renters. The Owner or renter shall place a security deposit, in the amount of Five Hundred Dollars (\$500.00), into a non-interest bearing escrow account maintained by the Association. The security deposit shall protect against damages to the common areas or Association property, and shall serve as security for the full and faithful performance by the Owner and renter of the terms, provisions, obligations and duties set forth in Chapter 517, Florida Statutes, this

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Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association (hereinafter Homeowner Documents), including the timely payment of assessments and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Homeowner Documents or Chapter 617, Florida Statutes, by the Owner or renter.

2. Article 12, Sections 12.1.1 and 12.2.3 of the Declaration of Protective Covenants, Restrictions and Easements are amended to read as follows:

12.1.1 Maintenance and Repair

Owner shall maintain in good condition, and repair and replace at his expense, portions of his House and improvements thereon, including any screening on any porch, all window panes and all interior surfaces within his House (such as the surfaces of the walls, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving the House; and to pay for any utilities which are separately metered to his House. Every Owner must promptly perform all maintenance and repair work within his House, as aforesaid, which if not performed would affect any other portion of Lennox Isle or a House or Lot belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that caused by his failure to perform his above-mentioned maintenance and repair obligations. Owner's House and Lot shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, except for changes or alterations approved by the Association as provided in this Declaration. The Owners of the Lots shall maintain and care for any lawns and all landscaping which are encompassed within the Lot, including any hedge located in the rear patio area on the property line between two (2) Lots. "Maintenance and care" within the meaning of this subparagraph shall include fertilizing and spraying of lawns and landscaping, mowing and edging of sod and landscaping so that at a minimum the initial landscaping for the Lot shall be maintained, all in accordance, however, with the HUD and other governmental requirements. REPLACEMENT OF SUCH LAWNS, SHRUBBERY AND LANDSCAPING, FOR ANY REASON WHATSOEVER, SHALL BE THE OBLIGATION OF THE OWNERS OF THE LOTS UPON WHICH SUCH REPLACEMENT IS REQUIRED. With respect to replacement of any hedge located in the rear patio area on the property line between two (2) Lots, the cost of replacing such hedge shall be borne by the Owners of the adjacent Lots.

12.2.3 Maintenance of Landscaping

~~The owners of the Lots shall maintain and care for any lawns and all landscaping which are encompassed within the Lot, including any hedge located in the rear patio area on the property line between two (2) Lots. "Maintenance and care" within the meaning of this subparagraph shall include fertilizing and spraying of lawns and landscaping, mowing and edging of sod and landscaping so that at a minimum the initial landscaping for the Lot shall be maintained, all in accordance, however, with the HUD and other governmental requirements. REPLACEMENT OF SUCH LAWNS, SHRUBBERY AND LANDSCAPING, FOR ANY REASON WHATSOEVER, SHALL BE THE OBLIGATION OF THE OWNERS OF THE LOTS UPON WHICH SUCH REPLACEMENT IS REQUIRED. With respect to replacement of any hedge located in the rear patio area on the property line between two (2) Lots, the cost of replacing such hedge shall be borne by the Owners of the adjacent Lots.~~

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

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

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RECORDED 09/12/2000 05:03 PM

COMMISSION

BROWARD COUNTY

DEPUTY CLERK 1034

**WHEREAS, the members of Lennox Isle Association, Inc. are desirous of amending their Declaration of Protective Covenants, Restrictions and Easements in accordance with Section 13.9 of the Declaration as recorded in O.R. Book 21982 beginning on page 0403, Broward County, Florida.**

**NOW, therefore be it resolved by the members of Lennox Isle Association, Inc. that the Declaration of Protective Covenants, Restrictions and Easements be amended as follows:**

Section 11. Occupancy and Use Restrictions

11.5 Boats, Recreational Vehicles and Commercial Vehicles

~~No motorcycle, trailer, boat, van, truck, camper, "jeep" like vehicle or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of the Subject Property except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Subject Property.~~

No motorcycle, trailer, boat, bus, commercial or cargo van, camper, motor home, off-road recreational vehicle, commercial truck, pickup truck, or any other passenger vehicle with an open cargo bed behind the passenger compartment whether covered with a removable cover or not, or any commercial vehicle shall be parked on any portion of the Subject Property or any Lot unless kept within the confines of an enclosed garage with the door closed except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. Those vehicles with dimensions including accessories, which exceed the dimensions of the owner's garage, are prohibited from being parked on any portion of the Subject Property. Vehicles modified with over-sized tires, raised bodies, exposed engines, exposed roll-bar, light bars, extended suspensions, or that are similarly modified from the original manufacturer's specifications must be kept in an enclosed garage with the door closed.

Passenger vehicles, sports utility vehicles, mini-vans and non-commercial conversion vans whose dimensions exceed the dimensions of the lot owner's garage are permitted without being stored in an enclosed garage.

For the purposes of this provision, a commercial vehicle shall be defined as any vehicle that displays commercial emblems, logos, signs, phone numbers, or any printing on the sides, front, or rear which reference any organization, commercial undertaking or enterprise. Also a commercial vehicle is one that has ladder racks, exterior tool bins, or other exposed work-related accessories or any vehicle designed for any purpose other than the personal, private use of the residents of the Lot. A commercial or cargo van shall be defined as any van without factory installed rear seating or those from which the factory installed rear seating has been permanently removed. Whether a particular vehicle is among those prohibited hereunder shall be determined by the Board of Directors. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.

No vehicle of any kind which is required by applicable law to be registered and/or bear a current license plate shall be permitted on the Subject Property or on any Lot unless such requirements have been met except if such vehicle is kept within the confines of an enclosed garage with the

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door closed and is never parked elsewhere on the Subject Property. No inoperable vehicles are permitted to be parked on the Subject Property outside of the owner's garage and no vehicle may be serviced on the Subject Property.

This resolution shall take effect immediately upon passage.

Lennox Isle Association, Inc.

BY: Charles D. Wilson  
Charles Wilson - President

ATTEST: Jill Maurer  
Jill Maurer - Vice President

*Sy Chianze*

Vote taken on August 24, 2000

In Favor: 34

In Opposition: 11

Sworn and Subscribed before me this 7 day of Sept. 2000. State of Florida,  
County of Broward.

This instrument prepared by:  
Southeast Condominium Management  
2085 University Drive  
Coral Springs, Florida 33071

J

Prepared by:  
Robert Kaye & Associates, P.A.  
6261 NW 6th Way, Suite 103  
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF  
LENNOX ISLE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of Lennox Isle Association, Inc., an exhibit to the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as described in Official Records Book **21982** at Page **403** of the Public Records of Broward County, Florida, as amended, were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of November, 2006, at Coral Springs, Broward County, Florida.

By: [Signature]

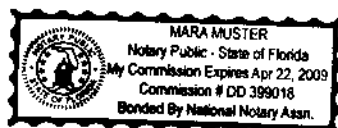
Print: Jonathan Kellin President

Attest: Mike Garry

Print: Mike Garry Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of November, 2006 by Jonathan Kellin as President and Mike Garry as Secretary of Lennox Isle Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FLA. ID as identification.



NOTARY PUBLIC:

sign [Signature]

print MARA MUSTER  
State of Florida at Large

My Commission Expires:

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**AMENDMENT  
TO THE BYLAWS  
OF  
LENNOX ISLE ASSOCIATION, INC.**

*(additions indicated by underlining, deletions by "----",  
and unaffected language by "...")*

Section 3. Membership; Members' Meetings; Voting and Proxies

. . .

3.10. Voting rights of members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person, by proxy, or by written ballot. ~~Members may not vote in elections by proxy.~~

. . .

Prepared by and Return to:

Mara Alyson, Esq.  
10100 West Sample Road, Suite 101  
Coral Springs, FL 33065

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR LENNOX ISLE ASSOCIATION, INC.

WHEREAS, the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle Association, Inc. was duly recorded in Official Records Book 21982 at Page 403 of the Public Records of Broward County, Florida; and


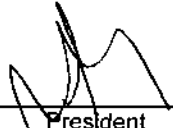
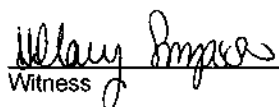
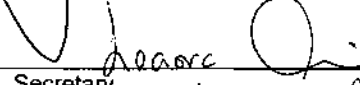
WHEREAS, the Board of Directors proposed several amendments to the Declaration of Protective Covenants, Restrictions and Easements, and said amendments were submitted to the membership for vote and approval;

WHEREAS, at a duly called and convened meeting of the lot owners held on December 11, 2013, two-thirds (2/3) of the membership voted to approve the amendments to the Declaration, a copy of which is attached hereto as Exhibit A.

IT IS THEREFORE RESOLVED that the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle Association, Inc. is hereby AMENDED, as more specifically set forth in the attachment hereto.

WITNESS our signatures on December 30, 2013 at Coral Springs, Florida.

LENNOX ISLE ASSOCIATION, INC.

  
Witness By:   
President Jonathan Kellin  
  
Witness ATTEST:   
Secretary Leandra Amico

Amendments to the Declaration of Protective Covenants,  
Restrictions and Easements for Lennox Isle Association, Inc.

(Additions indicated by underlining, deletions are crossed-out and unaffected or existing language by "...")

**Amendment to add Section 13.17 of Article 13 of the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle Association, Inc., as follows:**

13. GENERAL PROVISIONS

13.17 Compliance with Chapter 720

The rights and obligations of the Association and Owner, as set forth in this Declaration and any rules and regulations promulgated hereunder, are subject to Florida Statutes Chapter 720, as may be amended from time to time.

**Amendment to Section 6.2 of Article 6 of the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle Association, Inc., as follows:**

6. COVENANT TO PAY ASSESSMENTS...

6.2 Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of the documents including, but not limited to costs of collection thereof and any Legal Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot, together with interest thereon, shall be personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall ~~not~~ be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, ~~unless the Assessment against the Contributing Lot in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.~~ except as the Institutional Mortgagee's liability may be limited pursuant to the safe harbor provisions of Florida Statute § 720.3085. Any third party purchasers that acquire of title at a judicial sale or by deed in lieu of foreclosure shall be liable for all unpaid assessments that came due prior to the judicial sale or execution of the deed in lieu of foreclosure.

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# Rules and Regulations of Lennox Isle Association, Inc.

Revised 2019

Article 4.3.3 of the Declaration of Protective Covenants and Easements of Lennox Isle states that “the Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property and other portions of the Subject Property.” Section 10 of the Articles of Incorporation of Lennox Isle states that “the Board may at any meeting of the Board adopt rules and regulations or amend, modify and rescind then existing rules and regulations for the operation of Lennox Isle.”

In addition to homeowners and their families, these Rules and Regulations also pertain to your guests, tenants, contractors, servants and all visitors to our Community. Homeowners will be held responsible for any violations of these Rules and Regulations by guests, tenants or visitors; therefore it is your responsibility to share these Rules and Regulations with your guests.

The term “Common Area” shall refer to any property contained within the community of Lennox Isle that is not owned by an individual lot owner. Common Areas include roadways, sidewalks, fitness center, pool area, tot lot, basketball and tennis courts, jogging path, park area, and any other areas not owned privately by one lot Owner. The term “the Community” includes both Common Area property and Owner’s lots.

## **Section 1: Vehicles, Traffic Control and Parking**

1. All speed limits shall be obeyed. Unless otherwise posted with a speed limit sign, the speed limit on all streets shall be **15** miles per hour. All traffic control signs (“Stop” signs, “Children at Play,” etc.) must be obeyed at all times.

2. We have received complaints from residents and City Officials that emergency vehicles can not get through the community given the parking congestion, particularly overnight. For this reason, we must enforce a policy that no vehicles may be parked on any Community, streets, roads or parking areas between the hours of 12 a.m. and 9 a.m, with limited exceptions as set forth below. For the purpose of this rule, the period from 12 a.m. to 9 a.m. shall be referred to as “overnight hours” or “overnight parking.” The term “parked” shall mean placement of a vehicle on a street, road or other Common Area without a driver present within the vehicle.

a) Residents that have maximized their existing parking space (parked as many vehicles as possible in a garage and on the driveway) that wish to offer overnight parking to a visitor or guest may request a temporary guest parking pass. The temporary parking pass will permit one (1) guest vehicle to park on the street (but not in the parking area at the fitness center) during the overnight hours. Guests or visitors that have been issued a parking pass must park directly in front of the home they are visiting, and must follow all traffic control rules contained in this Section. A temporary guest parking pass will not be issued to residents or frequent overnight visitors, as they are expected to make their own arrangements to keep their vehicles off the street during the overnight hours. Residents wishing to obtain this pass for their overnight guests must contact the Property Manager no later than 4:00 p.m. on the day the pass will be needed. The pass must be clearly visible by hanging it from the rearview mirror or placement on the dash. Guest parking passes will be issued on an as-needed basis and management reserves the right to deny a request for a pass if, in the discretion of the Board or Property Manager, the person requesting the pass is attempting to take advantage of the system, is attempting to obtain a pass for a resident or frequent visitor, or for other reasons as defined by the Board. No pass may be valid for more than one (1) week.

3. Prohibited vehicles: The following vehicles must be stored in a garage and may only be parked upon a driveway or travel upon Community Property for transport in and out of the community, but may not be recreationally operated on Community streets and roads:

- a) Go-carts, mini-bikes, dirt bikes, all terrain cycle (ATC or ATV), or any other unlicensed motorized vehicle;
- b) Boats, RV's, campers or trailers;
- c) Flat-bed trucks, pick-up trucks, vehicles with more than two axles or commercial vans, trucks or cars;
- d) Vehicles with commercial advertisements, signage or logos larger than a six inch by six inch area. A commercial vehicle is determined at the sole discretion of the Board of Directors.

This rule specifically excludes law enforcement vehicles and any truck or commercial vehicle providing goods or services to any Owner during the daylight hours.

4. Vehicles parked on the street or on any common area must have a valid license plate and current vehicle registration. Any vehicle without a valid plate or with expired registration which is parked anywhere on common area property will be towed at the owner's expense.

5. All vehicles traveling upon Lennox Isle roadways or common areas must be in good working condition, free of any damage or defect which could cause a disturbance to another Owner or nuisance to the community. No vehicle shall leak fluid (oil, transmission fluid, brake fluid, gasoline) or any other substance that stains or discolors the roadways. Any vehicle that fails to comply with this provision will be towed at the owner's expense.

6. Vehicles may not park upon grass in any roadway, common area or upon any Owner's lot. Vehicles parked upon the roadway must be parked in the direction of the flow of traffic. Vehicles may not block access to any Owner's driveway or mailbox (unless permission to do so is granted by an Owner). No vehicle can be parked within five (5) feet of any stop sign.

7. Two vehicles may not be simultaneously parked on both sides of the street, directly across from each other. This condition creates a roadway which is too narrow and prohibits emergency vehicles from passing through the street.

8. No vehicle may park in the following areas at any time:

- a) In front of the emergency exit at the cul-de-sac on 13<sup>th</sup> Manor;
- b) along the Common Area, across from the front gate;
- c) along any turn or curved portion of any roadway, which would create a dangerous blind spot for passing vehicles.

9. Vehicles may not create noise pollution or noise disturbances at any time. Specific examples that tend to cause noise disturbances include: specialty or modified mufflers, loud car stereos, amplified bass speakers or woofers, "peeling out," excessive engine revving (car or motorcycle) and excessive honking of the horn. Any vehicle that repeatedly causes a noise disturbance will be prohibited from entering the Community and may be towed at the owner's expense.

10. Any vehicle that violates any Rule contained in this Section is subject to citation and/or towing at the owner's expense. Generally speaking, vehicle owners will receive two (2) warnings and will be towed on the third incident. Vehicles that pose an imminent threat to the community (blocking a roadway, gate or emergency exit, etc.) may be towed without prior warning.



## **Section 2: Signage**

1. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, posted or affixed in, on or upon any part of an Owners' property which is visible from the outside of Owner's property, nor upon the Common Areas. Any signage placed upon Common Area property without prior authorization from the management company or Board of Directors will be confiscated and destroyed. Exceptions to this rule include the following:

- a) Signage indicating that an Owner's property has been chemically treated (fertilized or pest control). These signs must be removed within three (3) days after treatment or after the chemicals no longer pose a hazard;
- b) Signage indicating that a property is protected by a security monitoring company. Signage can be no larger than six inches by six inches.
- c) Signage approved for posting in the corkboard located inside the Fitness Center. Signage that will be considered for approval includes business cards, sales notices or classified for Owners' personal property, flyers for community events, and similar documents, subject to the approval in the sole discretion of the Board of Directors. Any signage posted on the corkboard without prior authorization will be removed and destroyed.

2. Open house signs may only be displayed with prior approval from management. To accomplish this, an Owner or a realtor representing an Owner must contact the management company and/or Board of Directors prior to the open house, and obtain approval to place signage in the following designated areas: one (1) sign may be placed at the front entrance stating "Open House" with a directional arrow pointing into the community; one (1) sign, no larger than 3 inches by 5 inches, may be placed at the front call box with the property address, name of the realtor, Owner's phone number or call box access code; one (1) sign may be placed upon the Owner's property for sale. The general access code for emergency personnel or contractors MAY NOT be given out to open house visitors – only the Owner's specific call box number may be displayed, so that open house guests must dial the Owner or Owner's agent directly for gate access. If any Owner or realtor fails to seek prior approval for the display of open house signage, or if the general access code is displayed or advertised in any way, then management reserves the right to remove the signage and prohibit future approval of open house signage. Open houses are permitted, subject to prior authorization, between the hours of 10:00 a.m. and 5:00 p.m., Saturday and Sunday.

### **Section 3: Pets**

1. Any pet which constitutes a nuisance, threat or risk to other Owners or their guests may be prohibited from Common Area property and/or may be reported to animal control. Examples of pet behavior that constitute a nuisance, threat or risk include (but not limited to): dogs or cats that are left unattended on Common Area property or on a lot but outside the home (or in a screened enclosure); unleashed dogs; dogs or cats that incessantly bark, howl, moan, growl or bear teeth; pets that bite or attempt to bite; pets that exhibit any aggressive behavior; pets that damage or destroy any Common Area property.

2. All pet owners (homeowners and their guests) agree to indemnify the Association, its management, agent and employees (hold harmless) for any claim, judgment, costs or attorney's fee incurred as a result of any injury or property damage caused by any an Owner's pet.

3. Only common household pets are permitted within the Community. These include: dogs, cats, birds, gerbils, hamsters, rabbits, turtles, iguanas and fish. Any animals not on this list must be approved by the Association. No Owner may possess more than three (3) dogs and three (3) cats per lot. See Coral Springs City Ordinance 4.2(b). Pit bulls and Rottweilers may not be kept as pets are explicitly prohibited from entering the Community at any time, for any reason whatsoever.

4. Dogs shall be kept on a leash at all times while on Common Area property.

5. Article 11 Section 11.8 of the Declaration of Covenants states that "no pet shall be permitted to go or to stray on any other lot without permission of the Owner of such lot. No pet shall be kept outside of a house or in any screened area unless someone is present in the house." In accordance with this rule, outdoor cats are not permitted unattended upon Common Area property, nor are they permitted to travel freely from lot to lot. Cats, like all pets, must be secured within a structure.

6. Pets are prohibited from entering enter the fitness center, tennis court, tot lot or pool area.

7. Pet owners are responsible for cleanup of their pet's waste. Pet waste is proven to attract rodents and other pests, and spreads disease to other pets, in addition to being generally unpleasant. Pet owners that fail to pick up their pet's waste may be charged an assessment for the removal of pet waste, or the pet may be prohibited from traveling on Common Area property.

8. In accordance with city and county ordinances, all dogs and cats must be vaccinated for rabies and all other potentially communicable diseases.

All dogs and cats must wear a rabies tag and identification tag, identifying the pet's owner, contact information, and proof of rabies vaccination. See Coral Springs City Ordinance 4.4.

9. No pets may be left unattended on Common Area property or left outside an Owner's lot (including screened porches or enclosures). Pets may not be left tethered, chained or tied up to any structure upon Common Area property or outside an Owner's lot.

10. No Owner may breed, sell or raise any animals or pet for any purpose whatsoever. No Owner shall engage in any commercial enterprise concerning animals or pets on Community property (Common Area or private lots).

11. Violations of any rule in this section should be reported to the Association, but you also may wish to call the Coral Springs Police Humane Unit, 954-346-4422. In the event of an emergency, if you believe a pet is in imminent harm, or if a pet might be dangerous or aggressive, please call the Police Humane Unit without delay.

#### **Section 4: Use of Amenities**

1. "Community Amenities" are defined as a recreational service or activity offered by the Association for the enjoyment of an Owner, an Owner's guests or visitors. Community Amenities include the park area and jogging trail at the southern end of the community; picnic tables, grills and lakefront; tot lot; basketball court; tennis court; pool and pool deck; fitness center (gym, restrooms and showers). Use of the Community Amenities is a privilege and not an absolute right. Any Owner, guest or visitor that fails to abide by the Rules set forth herein or in the community documents may lose his or her privilege to use Community Amenities.

2. Community Amenities are for recreational use only. No exercise classes, fitness instruction, training courses, tennis lessons or swim lessons are permitted. Owners that wish to throw parties or social gatherings at the park or picnic bench area must seek approval from management. In requesting permission to throw a party or meeting at the picnic area or park area, the Owner agrees to indemnify (hold harmless) the Association, its employees and agents from any claim for injury by the Owner or any third party. An Owner must pick up after themselves after an event or party. Failure to pickup all trash and remove all decorations and signage could result in a charge or fee assessed against an owner to reimburse the Association for clean-up costs.

3. All visitors and guests must be accompanied by an Owner at all times while using a Community Amenity. If an owner wishes to grant permission for a visitor or guest to use Community Amenities outside the presence of an

Owner (a guest in town staying in an Owner's home wishes to use the pool while Owner is at work, etc.), then the Owner must contact management to give notice.

4. Keys for amenities may not be copied or given out to visitors or guest. Lost keys will be replaced by management at a cost of \$5.00 per lost key.

5. An Owner will be held financially and legally responsible for any act of abuse, vandalism, destruction or theft committed upon Common Area property by an Owner's child, family member, visitor or guest. Please remind your children, guests and visitors that we have cameras throughout the Community and we will prosecute anyone found responsible for vandalism, damage or destruction to any Community property.

6. The hours of operation for the Community Amenities are dawn to dusk.

7. Children under 12 may not be left unattended by an adult at the pool or in the fitness center.

8. No lifeguard is present at the pool, so it is the responsibility of all Owners, visitors and guests to ensure their own safety. Knowing that no lifeguard is present, all Owners, visitors and guests assume the risk of injury when swimming in the pool. To that end, only experienced, trained swimmers are permitted in the pool. Children or untrained swimmers are only permitted in the pool when accompanied by an adult trained to swim, and preferably trained in CPR. Children and untrained swimmers are also encouraged to wear flotation devices.

9. No diving is permitted at the pool. No running around the pool deck. No swimming during a rainstorm, thunderstorm or during other dangerous weather conditions. No pool furniture or other inappropriate items are permitted in the pool. No eating, drinking or smoking in the pool. Eating and drinking is permitted on the pool deck, but only if trash is placed in the waste receptacles.

10. The Association does not provide instruction for use of gym equipment. For this reason, all Owners, visitors and guests assume the risk of injury when using gym equipment. Owners should report any broken or malfunctioning equipment to management.

11. Children twelve (12) years of age and younger should not be left unsupervised at the tot lot.

12. The tennis court and basketball courts are for recreational use only. No betting or wagering of any kind is permissible on the outcome of any games or matches. Basketball players are not permitted to hang from the net or rim.

Tennis players must retrieve any tennis balls or canisters prior to exiting the court.

### **Section 5: Owner's Lots**

1. Owners must maintain their lots, including exterior of the home, screened porch area, open porch area, yard (front and back) and all other portions of the lot, and any structure upon it, in good condition, free of any chipped, peeling or faded paint, debris, trash, weeds, dead plants or trees.

2. Garbage pick up days are Tuesday and Friday. Recycling pick up is Tuesday. To learn more on garbage and recycling services, visit: <http://www.coral springs.org/publications/GarbageRecyclingGuide2007.pdf>.

- a) After garbage and recyclables have been collected by Waste Management, it is each Owner's responsibility to pick up any trash or recyclables that may have been dropped or spilled on an Owner's lot, whether the trash came from and Owner's lot or not.
- b) Garbage and recycling receptacles are to be stored out of sight (preferably in the garage) so that they are not visible from the Common Areas. If an owner chooses to store a garbage or recyclable receptacle outside the home, it must be hidden by foliage or some other natural structure so that it cannot be seen from the Common Area. Coral Springs City Ordinance 8.2.
- c) All garbage or recyclables must be left curbside for pickup and must be placed in a trash can or receptacle. Garbage left in bags is unsightly and does not conform to community standards. Garbage placed in receptacles is less likely to be scavenged by birds and rodents. Receptacles must be no larger than 32 gallons or 40 pounds, or Waste Management will not pick it up.
- d) Trash and recycling receptacles may not be placed curbside any sooner than 7:00 p.m. the evening before trash is to be picked up. After pick-up, all receptacles must be removed from the street or curb by 7:00 p.m. on the day of pick-up. Coral Springs City Ordinance 8.6.
- e) Hazardous materials may not be placed in the trash for pickup and may not be placed curbside for pick up. These materials include: paint, paint thinner, polish, fertilizer,

insecticide, herbicide, pesticide, pool chemicals, drain cleaners, bleach, etc.

- f) Waste Management will accept curbside pick up of bulk waste, with the exclusion of the items identified in Paragraph E of this Section. Bulk items must be tied into bundles no larger than 4 feet and no heavier than 40 pounds.
- g) Receptacles should not be overflowing with trash. The top of trash bags or other garbage placed in receptacles should not extend any higher than the top of the receptacle, so that the contents of the receptacle should not be visible from the Common Areas. Receptacles should be secured with lids to avoid collection of rain, exposure to elements (which could cause an unpleasant smell) and to avoid spilling trash by birds and other critters.
- h. Receptacles should be placed curbside, at the corner of the driveway, opposite the mailbox.

3. Pursuant to the Declaration of Restrictive Covenants, Section 11.6, Garage doors must remain closed at all times unless a car is entering or exiting the garage, or unless an Owner, guest, visitor or contractor is present within the garage or on the lawn doing lawn work, etc. Partially open garage doors do not conform to the aesthetic requirements of the community and are not permitted. Garages may not be used as recreational rooms or as living space. A garage may only be utilized for the purpose of vehicle storage or property storage.

4. Landscaping tools, lawnmowers, trimmers, hedgers, power tools, mulch, soil and other home improvement tools, mechanic's tools and supplies must be stored in the garage or out of view from Common Area property. Garden hoses attached to the side of a home which cannot be concealed must be neatly wound around a spool or other device.

5. Exterior surfaces of homes (including exterior wall surfaces, doors, roofs, driveways or fences) must remain in good working order, clean and free of dirt and debris at all times. Driveways must not be stained and must be free of dirt and weeds. Roofs must remain clean and intact, with no loose or broken tiles. All exterior surfaces must remain free of chipped and faded paint. Any exterior surface which becomes so dirty, discolored, chipped or faded that it fails to meet the community aesthetic standards must be pressure cleaned and/or repainted and/or sealed. Community aesthetic standards are determined in the sole discretion of the Association Board of Directors,

- a) No exterior surface (walls, doors, roofs, driveways, pavers or fences) may be painted or stained without express

authorization of the Board of Directors and/or Architectural Committee. A paint palate with approved colors for exterior paint and driveway stains is kept for review at the Property Manager's office. Residents seeking to paint or stain any color that is not on the approved color paint palate must seek prior Board approval. "Painting" and "stains" are defined as the application of any pigmented or colored substance to any exterior surface greater than a one (1) foot by one (1) foot surface area.

- 1) Owners that fail to seek approval under this Rule may be asked to remove the unapproved paint or stain and repaint or re-stain the structure at the Owner's cost.
- 2) No approval is necessary to paint an Owner's mailbox a flat or semi-gloss black. If a homeowner undertakes painting his or her mailbox, it is highly recommended that he or she use a good quality exterior paint that will not chip, fade or peel.
- 3) No approval is necessary to apply a "clear coat" sealant, varnish or finish that is colorless, clear and free of pigments. Clear sealants, varnishes or finishes may be applied at any time without approval of the Board or Architectural Committee.
- 4) Driveway and walkway pavers may not be stained or painted. The natural paver color must be preserved.

6. Mailboxes must be kept in good repair. The mailbox door must remain closed at all times. Damaged mailboxes must be repaired or replaced within thirty (30) days of damage. Contact the Property Manager for contact information for the mailbox repair / replacement company. Paint may not be faded or peeling and the mailbox must be clean and free of debris. Only approved lettering may be affixed to the mailbox in order to identify house number. Mailboxes shall not be used for communications between residents and/or the Board of Directors, unless postage has been paid and the communication has been mailed through the US Mail system. Mailboxes may not be used to distribute flyers, advertisements, notices or any other item, document or communication unless properly mailed with postage affixed.

7. No clotheslines, drying racks or other means of drying or displaying clothes are permitted on the exterior portion of Owner's lots, in such a manner as to be visible from a Common Area or from another owner's lot.

8. Any installation, replacement, modification or removal of the following exterior features must be approved in writing by the Board of Directors and/or Architectural Committee at least thirty (30) days prior to commencement of installation, replacement, modification or removal: exterior painting, in-ground pools / spas, koi ponds, fountains, fences, gates, mailboxes, canopies, gazebos, screened enclosures, trellis, patios, pavers, shutters, windows, window frames, gutters, roofs or roof tiles, doors (front door, garage doors, French doors, sliding glass), lighting fixtures or any other fixed structure upon the exterior of an Owner's property.

- a) Applications for installation, replacement, modification or removal of any structure identified in this Rule must include plans, drawing or blueprints and copies of the necessary City permits.
- b) Owners that fail to comply with this Rule may be asked to remove the unapproved structure at the Owner's cost.

9. All lighting fixtures must be in good working condition and all fixtures upon the same lot should be of same or similar style. The hanging fixture above the entrance and the coach lights next to the garage door must all match. Replacement of any lighting fixture must be approved in writing by the Board and/or Architectural Committee. See Section 5, Rule 8. If an owner must replace one fixture, and a matching fixture cannot be found, all fixtures must be replaced. If a fixture is found to be broken or damaged, it must be replaced within thirty (30) days.

10. Storm shutters may be secured or closed only while the Community is under a hurricane watch or warning, and must be removed (if panel shutters) or completely opened (if accordion shutters) once the Community is no longer in the "cone of uncertainty" as determined by the National Hurricane Center. Coral Springs City Ordinance Section 7-202. From June 1<sup>st</sup> through November 31<sup>st</sup>, hurricane shutters may remain affixed or closed to windows and doors located in the back or sides of a home, but not to any front windows or doors.

#### **Section 6: Landscaping**

1. Lawns and landscaping must be kept in a neat, trimmed and well-groomed manner. Grass may not exceed four (4) inches in length. Grass and landscaping must not be dry or dead. All dead landscaping (trees, shrubs, plants and grass) must be removed and replaced.

2. Palm trees must be kept trimmed and dead palm fronds and seed pods must be removed. A dead palm frond is defined as any palm leaf or frond which is more than 50% brown.



3. Dead palm trees and shade trees, or trees which have been infected by mold, rot or other disease must be removed and replaced. A dead tree is defined as one without any living palm fronds or leaves, and which has not sprouted new fronds or leaves in more than thirty (30) days. Since tree removal also requires a City permit, consult with the City of Coral Springs Landscaping Guide for more information on tree removal and replacement.

4. No tree stumps may be visible from Common Area property or from another Owner's lot. Tree stumps must be completely removed or grinded down so that no portion of the stump remains visible from Common Area property or from another Owner's lot.

5. Lawns and landscaping must be free from weeds, fungus and other parasitic plants. Lawns should be regularly mowed, edged and fertilized.

6. Landscaping may not obscure access to a mailbox, block a driveway or walkway leading up to the front door, or impair the ability to read a house number from the street or Common Area property.

7. Decorative rocks, pavers and other inorganic material may not be used in place of sod, shrubs, flowers, trees and bushes. Rocks and other inorganic material should be used sparingly around borders, tree bases or planters (in the same manner as mulch would be used), but may not be used in place of organic, living landscaping materials.

## **Section 7: Leasing of Homes**

1. Any Owner wishing to rent his or her property must obtain an application for approval from the Board and the prospective renters must go before a Renters Review Committee. An application can be requested from the Property Manager: Brock Property Management, Inc., PO Box 770850, Coral Springs, FL 33077, Phone: 954-753-2675, Fax: 954-340-8541.

2. The Board of Directors shall have absolute discretion on the approval or denial of a Renters Application. If an application has been approved, the Renters Review Committee shall meet with all prospective tenants over the age of 18 to review these Rules and Regulations, and any other matters that may be pertinent as may be determined by the Board or Committee. Owners leasing their property or the prospective tenant must contact the property manager to schedule a meeting with the Renters Review Committee *before* the lease commences.

3. The Renters Review Committee shall consist of at least one (1) Board member and up to two (2) homeowners (non-Board members) willing to serve on the Committee. If no homeowners are willing to sit on the Renters Review Committee, then the Committee can function with one (1) Board

member. Any single member of the Committee may meet, either in person or by telephone, with approved renters for the purpose of reviewing these Rules and Regulations or other matters that may be pertinent.

4. Renters Applications must be received no later than thirty (30) days before the renter's move-in date. A copy of the lease must accompany the Rental Application. This affords the Association enough time to evaluate the application and for the Renters Review Committee to meet with the renters if the application is approved.

5. The criterion for approval of a renter (and all tenants) includes: character references, prior housing references, immigration status and criminal background check.

6. The application fee for a rental application is \$100.00. The tenant, spouse, children and dependents are included in the \$100.00 fee. Any tenants that are not a spouse, child or dependent of the primary renter must submit an additional \$100.00 fee per applicant. The fee is to be paid by either the Owner or Renter. The Rental Application will be rejected and will not be considered until the full application fee is paid.

7. Owner or renter must pay a \$1,760.00 security deposit along with the Renter's Application. A Rental Application will be rejected and will not be considered until the security deposit is paid. The security deposit will be placed in a non-interest bearing escrow account maintained by the Association. The deposit shall protect against damages to the common areas or Association property, and shall serve as security for the full and faithful performance by the Owner and renter of the terms, provisions, obligations set forth by Florida law, the Association's founding documents and these Rules and Regulations, including the timely payment of assessments and payment of attorney's fees incurred by the Association in connection with enforcement of any provision of the Rules and Regulations or founding documents.

8. Lease terms may not exceed one (1) year. No lease may be renewed, extended or continued beyond one (1) year without the express approval of the Board of Directors. Within thirty (30) days prior to the renewal or extension of a lease, an Owner or Renter must make a written request for approval of the renewal or extension of a lease. Approval will be liberally granted unless a renter (or a renter's visitor or guest) has been disruptive within the Community. Disruptive behavior includes: failure to maintain property in an aesthetically pleasing manner; failure to follow traffic rules (Section 1); failure to observe rules relating to amenities (Section 4); vandalism, misuse, theft or destruction of Community property or private property; engagement in criminal activity of any kind; noise disturbances, and; pet violations (Section 3).

9. All renters, tenants, and renters' guests and visitors are bound by the same Rules and Regulations and restrictive covenants contained in the Association's founding documents. Owners are responsible for making sure that Renters are given copies of the Declaration of Restrictive Covenants and a set of these Rules and Regulations. Renters that fail to abide by the Rules and Regulations or founding documents of the Association risk rejection of an application for lease renewal, along with the other remedies provided in the Declaration of Restrictive Covenants, these Rules and Regulations and by Florida law.

## **Section 8: General Regulations**

1. No vending, peddling or soliciting orders for sale or distribution of any merchandise, devices, services, periodicals, books, pamphlets, or other items or documents are permitted in the Community.

- a. An exception to this Rule is made for children of Community residents requesting sponsorship for any academic activity, extracurricular activity or school-related activity. Approval will only be granted for this exception if the child or their parent contacts the Property Manager and requests prior authorization.

2. Garage sales and lawn sales are strictly prohibited.

3. Owners, renters, guests and visitors may not engage in any commercial enterprise whatsoever from any home located within the Community. Homes are for residential use only.

4. No littering, soiling, defacement, theft or vandalism of Common Area property or private property is permissible by any Owner, renter, guest, visitor, servant or contractor.

5. Questions, comments, concerns, request for Renters Applications, Architectural Modification Approval forms, Landscaping Modification Approval forms, copies of Community documents, requests for estoppel letters, responses to violation letters, official notices and communications with the Association or Board should directed to:

Brock Property Management, Inc.  
PO Box 770850, Coral Springs, FL 33077  
Office 954-753-2675; Fax: 954-340-8541

6. The Association website is [www.lennoxisle.com](http://www.lennoxisle.com). The website is meant to provide informal information and communication, but the website cannot be a means for official communications between the Association and

Owners. All “official” communications (applications, notices, requests for estoppel letters, responses to violation letters, requests for extensions, request for community documents, etc.) should be in writing, mail or by fax to Property Management company. The contact information is provided in Rule 5 above.

### **Section 9: Violations and Enforcement**

1. Owners, renters, guests and visitors that fail to abide by the founding documents or these Rules and Regulations will be in violation and a violation letter shall be issued to the Owner. Owners shall be liable and responsible for their tenants, guests and visitor’s violations, so be sure to advise them of the Rules and Regulations prior to entering the community.

2. Violation letters shall specifically identify the reason for the violation, and shall be sent to an Owner or tenant via US Mail, hand delivered or posted on a residence.

3. Pursuant to the Declaration of Restrictive Covenants Section 12.1.5, if an Owner fails to comply with the first and second violation notices, then the Association reserves the right to initiate a third-party entry upon an Owner’s lot and have the work performed by a contractor of the Association’s choosing, at the Owner’s cost. The charge associated with this third-party entry, including attorney’s fees, will be assessed against an Owner and the Owner will receive and invoice identifying the assessment. Payment will be due from the Owner within twenty (20) days of the invoice date. If payment is not received within twenty (20) days, the assessment will become a lien upon the Owner’s lot, and a Notice of Lien will be recorded. As with any assessment against a lot, the Association may exercise its legal right to foreclose upon any outstanding liens for unpaid assessments.

4. If a violation is referred to the attorney for handling, then the Owner must communicate directly with the attorney and may not contact the Board or Property Manager to discuss the violation. The Association may take whatever legal steps are necessary to enforce these Rules and Regulations, including but not limited to referral of a dispute to mediation, arbitration or filing a lawsuit.

5. Owners requiring an extension of time to comply with a violation notice should contact the Property Manager in writing to request an extension. The request for extension should state the reason the extension is needed and the amount of time needed to comply (or estimated completion date). Upon receipt of the request, the Property Manager will advise the Owner whether the request has been approved. Oral approvals may not be given by Board members or the Property Manager. Approvals for extensions must be in writing.

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS  
FOR  
LENNOX ISLE ASSOCIATION, INC.**

The Board of Directors will meet at the time and place indicated below to consider the issue of preserving the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle and all amendments thereto, in accordance with Chapter 712, Florida Statutes.

Meeting Date: December 2, 2021

Meeting Time: 6:00 P.M.

Meeting Location: via Zoom

<https://us06web.zoom.us/j/85264042991?pwd=YmZZYUI0ZGpFS0RwSUQ3eFg3Q1VHdz09>

**Meeting ID:** 852 6404 2991

**Passcode:** 395258

**RESTRICTIONS AND RECORDING INFORMATION TO BE PRESERVED**

Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida, and all amendments thereto.

**LEGAL DESCRIPTION OF ALL REAL PROPERTY  
AFFECTED BY THIS NOTICE**

See Attached **Exhibit A**

**STATEMENT OF MARKETABLE TITLE ACTION**

Lennox Isle Association, Inc. (the "Association") has taken action to ensure that the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward 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 required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding Official Records of the Association.

## EXHIBIT "A"

## LEGAL DESCRIPTION:

Parcels D and E, LAKEVIEW DRIVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 119 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH a portion of Parcel C of said LAKEVIEW DRIVE SUBDIVISION described as follows:

Commencing at the northeast corner of said Parcel C on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records on a curve concave to the southwest having a radius of 1856.86 feet and to said corner a radial line bears North 86°02'18" East; thence southerly, along said curve on the westerly line of said Parcel C, and along said westerly Right of Way line through a central angle of 00°48'09", a distance of 26.01 feet to the POINT OF BEGINNING; thence continue southerly, along said curve on said easterly line, and along said westerly Right of Way line through a central angle of 08°01'59", a distance of 260.34 feet; thence South 04°52'26" West, along said easterly line, and along said westerly Right of Way line, a distance of 250.00 feet to the southeast corner of said Parcel C; thence South 87°55'35" West, along the southerly line of said Parcel C, a distance of 555.29 feet to the southwest corner of said Parcel C and to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 Page 316 of said Public Records on a curve concave to the southwest having a radius of 2260.77 feet and to said corner a radial line bears North 81°15'37" East; thence northwesterly, along said curve on the said easterly Right of Way line, through a central angle of 12°12'53", a distance of 491.97 feet to a line parallel with and 26.00 feet southerly from the northerly line of said Parcel C; thence North 84°46'36" East, along said parallel line, non-tangent to said curve, a distance of 106.26 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH a portion of the Northwest Quarter (NW¼) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, described as follows:

BEGINNING at the southeast corner of said Parcel E on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRESS RUN, recorded in Plat Book 93 at Page 16 of said Public Records, on a curve concave to the northeast having a radius of 2344.83 feet and to said corner a radial line bears South 82°30'59" West; thence southeasterly, along said curve on said westerly right of Way line, through a central angle of 05°39'13", a distance of 231.37 feet to a point on a line parallel with and 231.00 feet southerly from the southerly line of said Parcel E; thence South 82°30'59" West, along said parallel line, non-tangent to said curve, a distance of 539.14 feet to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 at Page 316 of said Public Records; thence North 00°22'35" West, along said easterly Right of Way line, a distance of 232.79 feet to the southwest corner of said Parcel E; thence North 82°30'59" East, along said southerly line of Parcel E, a distance of 498.93 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 21.305 acres more or less.

EXHIBIT "A"

EX21982P00405

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.L.  
MICHAEL S. BENDER, ESQ.  
1200 PARK CENTRAL BOULEVARD SOUTH  
POMPANO BEACH, FLORIDA 33064

**NOTICE OF PRESERVATION  
OF  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
LENNOX ISLE**

Pursuant to Chapter 712, Florida Statutes, the Marketable Record Title Act ("MRTA"), the undersigned does record this Notice of Preservation of the Declaration of Protective Covenants, Restrictions and Easements ("Notice") to preserve and protect the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, identified herein from extinguishment by operation of MRTA.

1. This Notice is filed by Lennox Isle Association Inc., a Florida not for profit corporation (the "Association"), charged with the enforcement of the rights, obligations and duties set forth in the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida, with a post office address of Lennox Isle Association Inc., c/o Brock Property Management Inc., PO Box 770850, Coral Springs, Florida 33077.

2. A full and complete description of the lands affected by this Notice is attached hereto as **Exhibit A**.

3. Pursuant to Fla. Stat. §712.06(1)(b), the required affidavit of a member of the Board of Directors of the Association (the "Board"), affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA, is attached hereto as **Exhibit B**.

4. This Notice preserves Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida. This preservation action shall include and extend to all amendments of said Declaration of Protective Covenants, Restrictions and Easements.

This Notice of Preservation of the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, is executed this 8 day of December, 2021 by the undersigned.

LENNOX ISLE ASSOCIATION, INC.

WITNESSETH:

By:

Erin B. Kent

[Signature]

President

Print Name: Erin B. Kent

Print Name: Jonathan Kellin

Attest: [Signature]

Rachel Mesquita

Secretary

Print Name: Anthony Kent

Print Name: Rachel Mesquita

STATE OF FLORIDA :

: ss

COUNTY OF BROWARD :

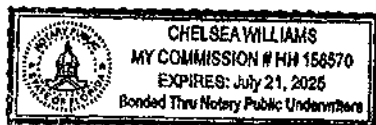
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of December, 2021, by Jonathan and Rachel as President and Secretary of Lennox Isle Association Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

My Commission Expires:

BY:

Chelsea Williams

NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE



Chelsea Williams

Printed Name of Notary Public



MAGNOL: FL-99-128441-2 11/22/1999 1:453am

Page 33 of 66

## EXHIBIT "A"

## LEGAL DESCRIPTION:

Parcels B and H, LAKESHORE DRIVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 119 at Page 59 of the Public Records of Broward County, Florida.

TOGETHER WITH a portion of Parcel C of said LAKESHORE DRIVE SUBDIVISION described as follows:

Commencing at the northeast corner of said Parcel C on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRUS RUN, recorded in Plat Book 93 at Page 18 of said Public Records on a curve concave to the southwest having a radius of 1956.86 feet and to said corner a radial line bears North  $15^{\circ}02'18''$  East; thence southerly, along said curve on the easterly line of said Parcel C, and along said westerly Right of Way line through a central angle of  $86^{\circ}48'09''$ , a distance of 24.81 feet to the POINT OF BEGINNING; thence continue southerly, along said curve on said easterly line, and along said westerly Right of Way line through a central angle of  $88^{\circ}01'59''$ , a distance of 160.34 feet; thence South  $84^{\circ}21'28''$  West, along said easterly line, and along said westerly Right of Way line, a distance of 250.00 feet to the northeast corner of said Parcel C; thence South  $81^{\circ}23'36''$  West, along the southerly line of said Parcel C, a distance of 833.29 feet to the southwest corner of said Parcel C and to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 Page 318 of said Public Records on a curve concave to the southwest having a radius of 2160.77 feet and to said corner a radial line bears North  $81^{\circ}15'37''$  East; thence northwesterly, along said curve on the said easterly Right of Way line, through a central angle of  $12^{\circ}12'23''$ , a distance of 441.37 feet to a line parallel with and 26.00 feet southerly from the northerly line of said Parcel C; thence North  $84^{\circ}46'36''$  East, along said parallel line, non-tangent to said curve, a distance of 706.26 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH a portion of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 32, Township 48 South, Range 41 East, Broward County, Florida, described as follows:

BEGINNING at the southeast corner of said Parcel H on the westerly Right of Way line of Coral Ridge Drive as shown on the plat of CYPRUS RUN, recorded in Plat Book 93 at Page 18 of said Public Records, on a curve concave to the northeast having a radius of 2344.03 feet and to said corner a radial line bears South  $82^{\circ}30'59''$  West; thence southeasterly, along said curve on said westerly Right of Way line, through a central angle of  $85^{\circ}39'13''$ , a distance of 231.37 feet to a point on a line parallel with and 231.00 feet southerly from the southerly line of said Parcel E; thence South  $82^{\circ}30'59''$  East, along said parallel line, non-tangent to said curve, a distance of 139.16 feet to the easterly Right of Way line of Coral Springs Improvement District Canal C-2 as described in Official Record Book 5115 at Page 318 of said Public Records; thence North  $80^{\circ}22'35''$  West, along said easterly Right of Way line, a distance of 272.79 feet to the southwest corner of said Parcel E; thence North  $82^{\circ}30'59''$  East, along said southerly line of Parcel E, a distance of 498.93 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 21.305 acres more or less.

EXHIBIT "A"

**EXHIBIT B**  
**AFFIDAVIT OF BOARD OF DIRECTORS**  
**LENNOX ISLE ASSOCIATION, INC.**

BEFORE ME, the undersigned authority personally appeared, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for Lennox Isle Association, Inc., a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), Florida Statutes, to be mailed or hand delivered in accordance with §712.05(1), Florida Statutes, to the members of the Association in connection with that certain Notice of Preservation of the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle ("Notice") affecting the lands described in Exhibit A of said Notice, such lands being commonly known as Lennox Isle Association, Inc.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, Florida Statutes, that at least a majority of the members of the Board approved preserving and protecting the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), Florida Statutes, and in furtherance of preserving and protecting the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

WITNESSES:

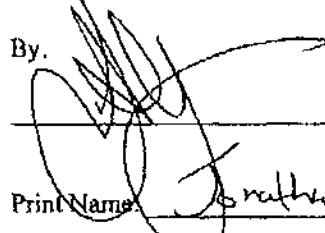
AFFIANT:

LENNOX ISLE ASSOCIATION, INC.

WITNESSETH:

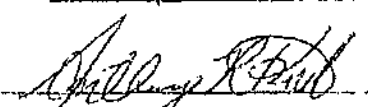
By.




  
President

Print Name: Enn B. Kent

Print Name: Jonathan Yellin

Attest: 

  
Secretary

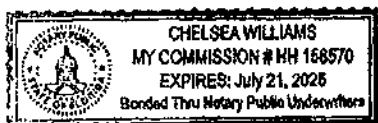
Print Name: Anthony Kent

Print Name: Rachel Mesquita

STATE OF FLORIDA :  
: SS  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
\_\_\_\_\_ online notarization this 8 day of December, 2021, by Jonathan and Rachel  
as President and Secretary of Lennox Isle Association, Inc., a Florida corporation, on behalf of the  
corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and  
did take an oath.

My Commission Expires:



BY:

Chelsea Williams  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

Chelsea Williams  
Printed Name of Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.L.  
MICHAEL S. BENDER, ESQ.  
1200 PARK CENTRAL BOULEVARD SOUTH  
POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF RECORDING OF THE NOTICE OF PRESERVATION  
OF THE DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
LENNOX ISLE  
AND THE AFFIDAVIT OF THE BOARD OF DIRECTORS  
AND THE NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF  
LENNOX ISLE ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT, pursuant to Florida Statutes Chapter 712, the Board of Directors of Lennox Isle Association, Inc., has voted to take action to ensure that the Declaration of Protective Covenants, Restrictions and Easements for Lennox Isle, as originally recorded in Official Records Book 21982 at Page 403 *et seq.* of the Public Records of Broward County, Florida, as same 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 effective as of the date of recording this Certificate.

IN WITNESS WHEREOF, we have affixed our hands this 8 day of December, 2021, at Coral Springs, Broward County, Florida.

WITNESSETH:

Eryn B. Kent  
Print Name: Eryn B. Kent

Attest: Anthony M. Kent  
Print Name: Anthony Kent

STATE OF FLORIDA :  
: ss  
COUNTY OF BROWARD :

By:

Jonathan Yellin  
Print Name: Jonathan Yellin President

Rachel Mesquita  
Print Name: Rachel Mesquita Secretary

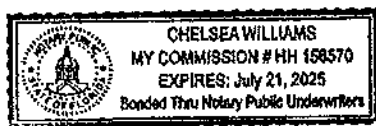
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of December, 2021, by Jonathan and Rachel as President and Secretary of Lennox Isle Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

My Commission Expires:

BY:

Chelsea Williams  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

Chelsea Williams  
Printed Name of Notary Public



Prepared by and return to:  
Jonathan A. Yellin, Esq.  
Poliakoff Backer, LLP  
400 S. Dixie Highway, Suite 420  
Boca Raton, Florida 33432

**CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR**  
**LENNOX ISLE ASSOCIATION, INC.**

**WHEREAS**, the Bylaws were recorded as an Exhibit to the Declaration of Protective Covenants, Restrictions and Easements in the Public Records of Broward County, Florida, in Official Records Book 21982 at Page 403; and,

**WHEREAS**, pursuant to Section 4.13 of the Bylaws, the Board of Directors has voted by unanimous consent to amend the Bylaws in accordance with Section 13.2(ii) of the Bylaws.

**WHEREAS**, the Notice of Board Action By Unanimous Consent is attached hereto as Exhibit "A."

**WHEREAS**, the adopted amendment to the Bylaws is attached hereto as Exhibit "B."

**NOW THEREFORE**, the undersigned hereby certify that the attached amendments to the Bylaws are true and correct copies of the amendments approved by the Board of Directors.

**WITNESS** my signature hereto this 20 day of OCTOBER, 2023 at Coral Springs, Broward County, Florida.

Lennox Isle Association, Inc.:

Witness 1 Sign: Randy R. Libard By: Peter Deyasingh  
Peter Deyasingh, as President

Witness 1 Print: Randy R. Libard By: Rachel Mesquita  
Rachel Mesquita, as Secretary

Witness 2 Sign: M. Massingham

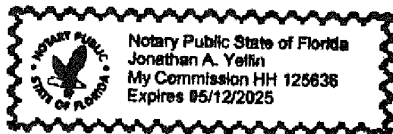
Witness 2 Print: M. MASSINGHAM

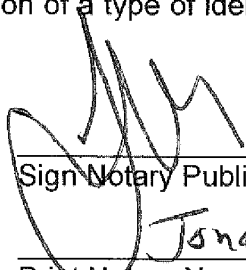
CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR LENNOX ISLE ASSOCIATION, INC.  
Page 2 of 5

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that, on this 20 day of October, 2023 before me personally appeared PETER DEYALSINGH and RACHEL MESQUITA, the President and Secretary, respectively, of LENNOX ISLE ASSOCIATION, INC., known to me personally to be such and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged the facts therein stated are true as set forth. They are personally known to me or have provided \_\_\_\_\_ as identification and did take an oath. In the absence of indication of a type of identification, they are personally known to me.

My Commission Expires:



  
\_\_\_\_\_  
Sign Notary Public  
Jonathan Yellin  
\_\_\_\_\_  
Print Notary Name:

CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR LENNOX ISLE ASSOCIATION, INC.  
Page 3 of 5

**Exhibit "A"**

**NOTICE OF BOARD ACTION BY UNANIMOUS CONSENT**

**Resolution of Board of Directors for**  
**LENNOX ISLE ASSOCIATION, INC.**

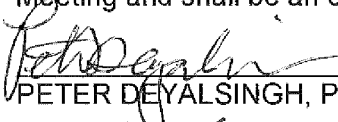
WHEREAS, Section 4.13 of the Bylaws provides that "any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.";

WHEREAS, Section 13.2(ii) of the Bylaws provides that "after the Turnover Date, any Bylaw of the Association may be amended, or repealed, and any new Bylaw of the Association may be adopted by ... written instrument signed by all of the Directors as is permitted by these Bylaws...";

WHEREAS, the Board of Directors now desires, by unanimous consent, to adopt the Bylaw amendments attached hereto as Exhibit "B";

NOW, therefore, it is RESOLVED AS FOLLOWS:


By their signature below, the Directors do hereby consent to amend Section 3.6, 3.7 and 3.10 of the Bylaws, and resolve that they shall be recorded in the Official Records for Broward County. The recorded amendment shall be delivered to each Owner. This Notice of Board Action by Unanimous Consent shall be read into the minutes at the next Board Meeting and shall be an official record of the Association.

  
PETER DEYALSINGH, President

Date: 10-20-23

  
MARK MASSINGHAM, Vice President

Date: 10-20-23

  
RACHEL MESQUITA, Secretary

Date: 10-20-23

  
JOHN STUDEVANT, JR., Treasurer

Date: 10/20/23

  
RANDY LIBURD, Director

Date: 10/20/2023

CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR LENNOX ISLE ASSOCIATION, INC.  
Page 4 of 5

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## EXHIBIT "B"

### AMENDMENT TO THE BYLAWS FOR LENNOX ISLE ASSOCIATION, INC.

Additions are indicated by underlining; deletions are indicated by ~~striking through~~. Any subparts or paragraphs not addressed herein shall remain unchanged and unaffected by these amendments.

#### Section 3. Membership; Members' Meetings; Voting and Proxies

3.6 (a) A quorum of the Members shall consist of Members entitled to cast ~~one-third (1/3)~~ thirty percent (30%) of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast ~~one-third (1/3)~~ thirty percent (30%) of the total number of votes of the Class Members. Limited proxies ~~and general proxies~~ may be used to establish a quorum and vote on any matter other than an election. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing, signed by the person, or authorized representative of an entity giving the same and shall be valid only for the particular meeting designated therein and, if so stated in the proxy, any adjournments thereof. The proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

3.7 The election of Directors shall take place at the Annual Meeting. The election shall be conducted in accordance with Florida Statutes § 720.306(8)(b) and shall adopt the procedures set forth in Florida Administrative Code Rule 61B-23.0021(8,9 and 10). The election shall be conducted by secret ballot, cast by a Member in-person or by secret absentee ballot. In no event shall proxies be used in the election of Directors. Directors shall be elected by a plurality of votes cast, and there shall be no cumulative voting. An election may be conducted provided that ballots are cast by at least 30% of all Members eligible to cast a ballot in an election. At least forty-five (45) days prior to the election, a first notice of election shall be mailed, delivered or electronically transmitted to each Member advising each Member of their right to nominate themselves as a candidate for the Board by submitting an "intent to be a candidate" form to the Association, to be received by the Association within the time specified in the first notice. Candidates may also submit biographies or other written statements about themselves, limited to a one-



CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR LENNOX ISLE ASSOCIATION, INC.  
Page 5 of 5

sided 8 ½ by 11 sheet of paper, and such materials must be delivered to the Association within the time specified in the first notice. The names of all qualified candidates who submit an "intent to be a candidate" form prior to the deadline specified in the first notice shall be included on any absentee secret ballot to be included in the second notice of election, which shall be provided to the Members no less than fourteen (14) days before the Annual Meeting and Election, along with the biography sheet if the candidate chose to timely submit one. No nominations from the floor shall be accepted at the Annual Meeting. An election is not required unless more candidates are nominated than vacancies exist.

~~At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to members for such purposes.~~ Furthermore, at any Annual Members' Meeting in which Directors are to be elected, the "Chairman" (as defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances, and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.10. Voting rights of members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. ~~Such votes may be cast in person, by proxy, or by written ballot.~~ Members may vote in an election by casting a secret ballot in person or by casting an absentee secret ballot. Members may not vote in elections by proxy.

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