

Carlton Ranches HOA, Inc.

Documents

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by Lennar Homes, Inc. a Florida corporation, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Community"); and

WHEREAS, Developer has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Community 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Carlton Ranches Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

CARLTON RANCHES

WC -> UNIVERSAL TITLE (FT. LAUD)

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Section 4. "The Community" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands that may be subjected to this Declaration by annexation.

Section 5. "Common Open Space" shall mean all real property owned, or to be owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Private Drives" shall mean and refer to that portion of the Common Open Space owned, or to be owned by the Association and used for pedestrian and vehicular access.

Section 7. "Parking Spaces" shall mean and refer to that portion of the Common Open Space owned, or to be owned, by the Association and used for the parking of vehicles. Each Home will be assigned one parking space for its exclusive use and the balance of the spaces will be for the use of all Home Owners and their guests and invitees.

Section 8. "Lot" shall mean and refer to those parcels of land upon which exists or will exist a Home, regardless of whether such parcel(s) of land have been platted or are unplatted. The number of Lots in an unplatted area at any particular time shall be the number of Homes approved by the County for that unplatted area at such time.

Section 9. "Undeveloped Lot" shall mean and refer to those Lots on which a Home has not yet been built.

Section 10. "Home" shall mean a completely constructed attached or detached single family which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by the Developer. Said term includes any interest in land, improvements and other property appurtenant to the Home.

Section 11. "Model Home" shall mean a fully constructed Home that prior to its sale by Developer, will be used by Developer to show prospective purchasers a model of the Home they are purchasing.

Section 12. "Developer" shall mean and refer to Lennar Homes, Inc. its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.

Section 13. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Home or Homes.

Section 14. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

(a) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Open Space, or any other property to be maintained by

the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

(b) Expenses of obtaining, repairing or replacing personal property in connection with any Common Open Space or the performance of the Association's duties.

(c) Expenses incurred in connection with the administration and management of the Association.

(d) Common water, sewer, trash removal, and other common utility, governmental, or similar services for the Homes which are not separately metered or charged to the Owners, or which the Association determines to pay in common in the best interest of the Owners.

(e) Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. All provisions of this Declaration, the plat or plats of the Community, and the Articles of Incorporation and By-Laws of the Association;

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Open Spaces;

D. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by a vote of two-thirds (2/3) of the members of the Association and said instrument has been recorded.

F. The right of the Association to borrow money, and with the consent of two-thirds (2/3) of the vote of the members, to mortgage, pledge, deed in trust, or hypothecate all of its real and personal property as security for money borrowed or debts incurred.

G. The right of the Association to make additions, alterations or improvements to the Common Open Space, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds (2/3) of the votes of

the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Open Space, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Open Space, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the subject Property, Developer shall have the right to make any additions, alterations or improvements to the Common Open Space as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Open Space shall be restricted to the following uses:

A. The Common Open Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

B. The Private Drives, now and forever, shall be restricted such that they shall be used for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Drives shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of an Undeveloped Lot or a Home which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Undeveloped Lot or Home which is subject to assessment.

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

Class A: Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Undeveloped Lot or Home owned. When more than

one person holds an interest in any Undeveloped Lot or Home, all such persons shall be members. The vote for such Undeveloped Lot or Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to ten (10) votes for each Undeveloped Lot or Home owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) At such time as the Class "B" member voluntarily relinquishes its right to vote.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. By the Association. The Association shall operate, maintain, repair and replace, as a Common Expense, the following portions of the Community:

(a) **Common Areas.** The Association shall maintain all Common Areas and easement areas granted to the Association or other areas for which the duty to maintain has been delegated to and accepted by the Association, and all landscaping and improvements contained thereon. The Association shall, without limitation maintain the guard house, if any; the landscaping of the entrance feature at the entrance to the community; the lakes within the community; the private lift station and shall maintain and pay the cost of the community street lighting.

(b) **Lots.** Each Unit Owner shall be responsible for: the repair, maintenance and/or replacement, at his sole cost and expense, of all portions of any dwelling, improvements and/or fences constructed on his Lot; and maintenance of all grassed areas and landscaping of said Lots. If the Owner fails to complete its obligations hereunder, the Association, at the Owner's sole cost and expense, shall have the right to: repair, maintain and/or replace, all portions of any dwelling, improvements and/or fence constructed on his Lot; maintain the grassed areas located within a Lot; and or to maintain any landscaping located thereon.

(c) **Utility Services.** The Association shall maintain all utility services not owned or maintained by any governmental authority or utility company, except for utility services located within any Lot, which serve only the Lot or the Home on the Lot.

(d) **Other Property.** The Association shall have the right to maintain such other areas within or contiguous to the Subject Property as the Board determines from

time to time is in the best interest of the Owners and the cost of any such maintenance shall be a Common Expense. In particular, the Association shall have the right to maintain landscaping within any easement granted to the Association or any public road right-of-way contiguous to the Community, to the edge of the pavement within such right-of-way, and if any lake or canal is contiguous to the Community, the Association shall have the right to maintain landscaping to the waterline of any such lake or canal.

(e) Right of Entry by Association. Whenever it is necessary to enter a Lot, for the purposes of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance to improvements, fences or grassed areas located upon the Lot, the Owner thereof shall permit an authorized agent of the Association to go upon the Lot, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

(f) Notwithstanding the foregoing, if any special maintenance other than regular periodic maintenance performed by the Association or maintenance necessitated by ordinary wear and tear, is required due to the actions of any Owner, or the residents of any Unit, or their guests, tenants or invitees, the Owner of the Unit shall be responsible for the cost of such maintenance and may be assessed for such cost by the Association.

Section 2. By the Owners. Each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition all portions of his Lot and Unit, including without limitation, the roof, gutters, down spouts, exterior building surfaces, all portions of privacy fences with the Lots, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions or attachments located on the Lot. Each Owner shall also maintain the lawn and other landscaped portions of his Lot and that portion of the right-of-way and Common Open Space, if any, located between his Lot line and the paved portion of the street or between the rear of his Lot and the water line of any lake in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, watering and edging. All Owners of lakefront Lots shall keep the shoreline of the lake abutting or within their Lot free from all litter and debris. Vacant Lots must be kept free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire,

wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Failure to properly maintain a Lot or Home shall permit the Association to perform such maintenance as provided in Section 1(b) hereof, and to levy special assessments to recover the cost thereof from the Owners. If not paid by the Owner the Association .

Section 3. By Declarant. Notwithstanding the foregoing, until such time as all of the Units to be built within the Community have been completed, and all of the improvements and landscaping within the Common Areas have been completed, Declarant shall maintain all unimproved and undeveloped portions of the Community in a safe and sanitary condition in compliance with the requirements of all controlling governmental authorities, so that the unimproved and undeveloped portions of the Community will not be a nuisance or unreasonably detract from the completed portions of the Community.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Undeveloped Lot and Home owned within the Community, hereby covenants, and each Owner of any Undeveloped Lot or Home by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with costs and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Undeveloped Lot or Home at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Establishment of Assessments. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the

assessment for Common Expenses for each Home and shall notify each Owner in writing of the amount, frequency, and due dates of the assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the assessments for Common Expenses. If the expenditure of funds for Common Expenses is required in addition to funds produced by assessments for Common Expenses, the Board may make special assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special assessments for Common Expenses. In the event any assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such assessments.

Section 3. The assessments for Common Expenses assessed against each Lot shall be equal. With the exception of Lots on which are built Model Homes, the annual assessment for Common Expenses as to each Lot shall commence on the first day of the full calendar month after a certificate of occupancy for the Home constructed on said Lot is issued. The annual assessment shall commence as to each Lot on which is built a Model Home on the day that the Developer closes the sale of said Model Home to the first Owner acquiring title from the Developer.

Section 4. Working Capital Contribution. In addition to assessments for Common Expenses, the first Owner acquiring title from Developer to a Home shall pay to the Association a contribution to a working capital fund of the Association in an amount equal to two (2) months' assessments for Common Expenses, which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

Section 5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Community and for the improvement and maintenance of the Common Open Space, Lots and Homes as set forth in Article IV, Section 1 hereof.

Section 6. Special Assessment for Capital Improvement. In addition to the annual assessments and special assessments for Common Expenses authorized above, the Association, through a two-thirds (2/3) vote of its Board of Directors, may levy in any assessment year a special assessment against an Owner(s) to the exclusion of other Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, or (ii) as set forth in Article IV, Section 1, or (iii) the costs of work performed by the Association in accordance with Article X hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

Section 7. Rate of Assessment. Notwithstanding Section 3 of this Article V, Homes may pay different assessments if the services supplied to each type of housing Home differs, but all similar housing types will be assessed equally.

Section 8. Annual Assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot on which is built or Home at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or which is built Home has been paid. A properly executed certificate of the Association as to the status of assessments on a Undeveloped Lot, Home is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 9. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the highest rate allowable by law, per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Undeveloped Lot or Home. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space or abandonment of his Undeveloped Lot or Home

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only

to tax liens, and said first mortgage secures an indebtedness which is amortized on monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Undeveloped Lot or Home pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ANNEXATION OF PROPERTY

Residential property, common areas and recreational facilities may be annexed to the property with the consent of two-thirds (2/3) of the members of the Association. Such Annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Broward County.

ARTICLE VII

WITHDRAWAL OF PROPERTY

Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Community from the provisions of this Declaration, so long as a Home has not been constructed on said land to be withdrawn.

ARTICLE VIII

PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class B membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Community, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Community without the consent or approval of Owners.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Architectural Control for Exterior Changes. (a) No Owner shall make, install, place or remove any building, fence, wall, patio area, pool, spa, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot or the exterior of the Owner's Unit or any improvement upon the Owner's Lot, unless the Owner first obtains the written approval of the Architectural Control

Committee ("ACC") to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

(b) Any request by an Owner for approval by the ACC to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACC may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color and location of all improvements. If the ACC deems the plans and specifications deficient, the ACC may require such further detail in the plans and specifications as the ACC deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and description or samples of exterior materials and colors and until receipt of the foregoing, the ACC may postpone review of any plans submitted for approval. The ACC shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the ACC to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any Lot or Home, but may be withheld due to aesthetic consideration. The ACC shall notify the Owner of its approval or disapproval, or that the ACC requires additions to the plans and specifications, by written notice within 30 days after request for such approval is made in writing to the ACC, and in the event the ACC fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the ACC shall give written notice of such approval. In consenting to any plans or specifications, the ACC may condition such consent upon changes being made. If the ACC consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACC, and subject to any conditions of the ACC's approval.

(c) Upon completion of any alteration, addition, improvement, or change, the Owner shall give written notice of the completion of same to the ACC. Within 60 days thereafter, the ACC shall inspect the work, and if the ACC finds that the work was not completed in conformance with the approved plans and specifications, it shall notify the Owner in writing of such non-compliance within said 60 day period, specifying the particulars of such non-compliance, and within 30 days thereafter the Owner shall correct the deficiencies set forth in the notice. Upon completion of the work required to correct the deficiencies, the Owner shall again give the ACC notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the ACC fails to notify the Owner of any deficiencies within 60 days after receipt of a notice

of completion from the Owner, the improvements shall be deemed to have been completed in accordance with the approved plans.

(d) The ACC shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement or change. Any approval of any plans or specifications by the ACC shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACC, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, or the ACC shall not be liable for any deficiency or any injury resulting from any deficiency in such plans and specifications. If the ACC approves any alteration, addition, improvement or change, same shall not require the ACC, or any subsequent ACC to approve any similar work in the future, and the ACC shall have the right in the future to withhold approval of similar alterations, additions, improvements, or changes requested by any other Owner.

(e) In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACC, or is not made in strict conformance with any approval granted by the ACC, the ACC shall specifically have the right to injunctive relief to require the Owner to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ACC, or the ACC may pursue any other remedy available to it. In connection therewith, the ACC shall have the right to enter onto any Lot and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration. Notwithstanding anything contained within this Declaration to the contrary, the ACC shall have the exclusive authority to enforce the provisions of this paragraph.

(f) In addition to the foregoing requirements, any alterations, additions, improvements, or changes made by an Owner must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the ACC to any addition, alteration, improvement or change may be made conditioned upon the Owner obtaining a building permit for same, or providing the ACC written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner shall not proceed with any addition, alteration, improvement or change until such building permit or evidence that a building permit is not required is submitted to the ACC.

(g) At the request of any Owner, the Association shall issue without charge a written certification that the improvements, landscaping, and other items situated upon the Owner's Lot are not in violation of the provisions of this Paragraph.

Section 2. Rules and Regulations. The ACC may adopt additional reasonable rules and regulations relating to the use and maintenance of the Community. Copies of such rules and regulations and amendments shall be furnished by the ACC to any Owner upon request.

Section 3. Waiver. The ACC shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the ACC, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ACC, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the ACC as to any matter shall not be deemed binding upon the ACC in the future, and shall not require the ACC to grant similar approvals in the future as to any other Lot or Owner.

Section 4. Exceptions. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Community while owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Community and the construction of any Units, Building or other improvements thereon, or any activity associated with the sale or leasing of any Units by Declarant. In addition, Declarant shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, Declarant shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by Declarant shall have the right to: (i) construct any building or improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any portion of the Community; (iii) place, erect, or construct portable, temporary or accessory buildings or structures upon any portion of the Community for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any property; and (v) post, display, inscribe or affix to the exterior of a Unit or upon any property signs and other materials used in developing, construction, selling or promoting any property.

ARTICLE X

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Undeveloped Lot or Home in the Community shall fail to maintain the exterior of his Home in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot, and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be assessed against the subject Home and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the Owner(s) of the Lot.

ARTICLE XI

EASEMENTS

Section 1. Easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

Section 2. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(I) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks within the Common Open Space (as they may be built or relocated in the future). (II) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Open Space.

Section 3. Developer reserves to itself, its designees, successors and assigns the easements, licenses, rights and privileges of a right-of way in, through, over, under and across the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads of other areas of the Common Open Space. Developer also reserves the right for itself, its designees, successors and assigns to continue to use the Community, and any Common Open Space, roadways, sales offices, model homes, signs, flags, promotional material and parking spaces located on the Community, in its efforts to market Lots, land, Homes in the Community. This paragraph may not be amended without the prior written consent of the Developer.

Section 4. The Association and the Developer, by their execution of this Declaration, hereby grants to each Lot Owner a non-exclusive perpetual easement for the maintenance, repair

and replacement of water and sanitary sewer lateral pipes servicing the Lot and improvements thereon, which lateral pipes are located within the Common Open Space.

Section 5. Developer hereby grants to delivery, pickup and fire protection services, police, health and sanitation, and other public service personnel and vehicles, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer, its successors or assigns to service the Property, and to such other persons as the Developer from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Open Space for the purposes of performing their authorized services and investigation.

Section 6. In some areas, the roof of a Home may overhang the lot lines of the lot on which said Home is located. The Developer specifically reserves on behalf of itself and all Homes, an encroachment easement for any such roof overhang for the benefit of the Owner of any such Home. Additionally, there is reserved a drainage easement from the overhanging roof onto the adjoining lot.

Section 7. Encroachments on Lots or Common Open Space. In the event any portion of any roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system, Home or any other improvement as originally constructed by Developer or its designee, successor or assign encroaches on any Lot or Common Open Space, it shall be deemed that the Owner of such Lot or Common Open Space has granted a perpetual easement to the Owner of the adjoining Lot, Common Open Space, or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Developer. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

ARTICLE XII

PARTY WALLS AND PARTY FENCES

Section 1. Each wall which is built as a part of the original construction of the Homes within a grouping of attached Homes and placed on the dividing line between two or more Homes shall constitute a party wall and each fence which is built as a part of the original construction of the Homes and placed on the dividing line between two Lots shall constitute a party fence. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party

walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party walls and party fences.

Section 2. The cost of reasonable repair and maintenance of a party wall and/or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

Section 3. If a party wall and/or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall and/or fence may restore it, and if the other Owners thereafter make use of the wall and/or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall and/or party fence under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIII

CONVEYANCE OF COMMON OPEN SPACE TO ASSOCIATION

On or before such time that Developer closes title to the last Home in the Community, Developer shall convey title to all of the Common Open Space located in the Community to the Association, which shall be obligated to accept such conveyance. In the event Developer withdraws any of the Common Open Space from the effects of this Declaration as permitted by Article VII hereof, the Association will reconvey those Common Open Spaces withdrawn by Developer.

ARTICLE XIV

RESTRICTIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be directed in any easement strip for fire fighting access pur-

poses. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 2. Wells and Septic Tanks. Except for wells provided by Developer for irrigation purposes, no individual wells will be permitted on a Lot without the approval of the Architectural Control Committee and if approved must be equipped with a water treatment device. No individual septic tanks are permitted in the Community.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any lands within the Community, nor shall anything be done thereon which may be or may become an annoyance or nuisance, or interfere with the peaceful possession and proper use of the subject property by its residents. No unreasonable offense or unlawful action shall be permitted and all laws, zoning ordinances and regulation of full controlling governmental authorization shall be complied with at all times by the Owners.

Section 4. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Community at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place on the Community construction sheds, trailers or temporary sales offices or sales trailers used to facilitate the construction and sale of land and Homes in the Community. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Community, no gas tank, gas container, or gas cylinder, except those used by portable barbecue grills shall be permitted to be placed on or about the outside of any of the Homes built in this Community or any ancillary building.

Section 5. Screened Enclosures. Any screened enclosures are subject to the approval of the Architectural Control Committee. All screens must be gray, bronze or black in color. Screen trims must be of either white or bronze aluminum. Screen sizes and specifications are subject to the approval of the Architectural Control Committee. Aluminum roofing is absolutely prohibited.

Section 6. Exterior Lighting. All exterior lighting is subject to the approval of the Architectural Control Committee. "Bug zappers" may be placed only in the back yard of a Home.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Community

lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Community lands.

Section 8. Trade or business activities. No trade, business, profession or commercial activity, or any other non-residential use, shall be conducted upon any portion of the Community within any Lot or Home.

Section 9. Pets. No animals, livestock, or poultry of any kind shall be permitted within the Community except for two common household domestic pets. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Community. Pet owners shall pick up and remove any solid animal waste deposited by his pet on the Community, except for within designated pet-walking areas, if any. No commercial breeding of pets is permitted within the project. Pitbull Terriers are not allowed in the Community. The Association may require any pet to be immediately and permanently removed from the Community due to a violation of this paragraph.

Section 10. Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 11. Clotheslines and outside cloths drying. No clotheslines or clothes pole shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any lot used for outdoor clothes drying purpose and the types of device to be employed in this regard, which approval must be in writing.

Section 12. Barbecues. Portable barbecues may be located or permitted only upon the back yard of a Home. Any fixed or built-in barbecues must receive the approval of the Architectural Control Committee before being built. Propane tanks may be kept at a Home, but only with architectural approval.

Section 13. Swimming pools. Owners who propose to build a swimming pool on their Lot must have the approval of the Architectural Control Committee before commencing construction.

Section 14. Parking. No truck or van with more than a three-quarter ton capacity or any truck with other than standard size tires, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Community except as set forth herein. Motorcycles, motor scooters, boats, vans and trucks with more than a three-quarter ton capacity or trucks with other than standard size tires or commercial vehicles, may be kept in the Community so long as they are parked in the garage of a Home and the garage door is kept in a fully closed position while said vehicle is stored therein. Boats are allowed in the driveway on a Lot for up to 24 consecutive hours but no more than twice in any one month. The term "commercial vehicle" shall include but not be limited to all automobiles, trucks and other vehicular equipment including

station wagons, which bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise. Commercial vehicles in the process of loading or unloading shall not be considered parked so long as they are not kept in the Community overnight. Except as set forth above, no vehicle of any kind shall be parked in the Common Open Space other than that portion of the Common Open Space designated for parking by the Association or on any part of any Lot except the driveway. No other vehicles may be parked in any Common Open Space designated as guest spaces.

Section 15. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on any part of the Community lands except in the garages of each Home.

Section 16. Antenna and Satellite Dishes. No antenna or satellite dish of any type shall be placed upon a Home or within a Lot if it is visible from the street or another Home.

Section 17. Litter and Garbage Collection. No articles of personal property shall be hung or shaken from the doors or windows of any Home. No Owner shall sweep or throw from his Home any dirt or other materials or litter in any way upon the Community. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Community except in closed containers in the storage areas or patio area in rear of Home prior to the ultimate disposal in the dumpster facilities in closed plastic bags. Garbage cans may be placed in front of a Home no earlier than two hours prior to sunset of the day prior to scheduled pickup and must be removed from the front of a Home or Lot no later than 5:00 p.m. the day of the pickup.

Section 18. Personal Property. No articles of personal property of Owners shall be placed on any portion of the Community lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 20. Outside Storage. Outside storage sheds are prohibited on the Lot of a Home and Lawn ornaments are prohibited on any Lot. Dog houses and large play equipment such as swings and climbing structures must be approved by the Architectural Control Committee before being placed in a yard.

Section 21. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Community, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees upon the Lot subject to approval by the Architectural Control Committee.

Section 22. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Community.

Section 23. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no aluminum foil, newspaper, sheets window tinting materials or shielding materials or devices shall be placed upon any windows or sliding glass doors which are part of a Home, except for periods not exceeding one (1) week after the Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings as approved by the Architectural Control Committee.

Section 24. Hurricane Shutters. Hurricane shutters must be approved by the Architectural Control Committee before being installed.

Section 25. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Home without the prior written consent thereto by the Board or an architectural control committee appointed by the Board, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements, and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use of aesthetic appearance of the Community or any part or parts thereof are not impaired.

Section 24. Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Open Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Section 25. Reconstruction. Any repair, rebuilding or reconstruction account of casualty or other damage to any Common Open Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Committee, and the Owner of such Home.

Section 26. Fences. Only water-sealed "dog eared" shadow box fences or aluminum/PVC rails may be constructed in the sides or the rear of a Lot. Masonry walls or water-sealed "dog

earred" shadow box fences of no more than five (5) feet in height will be permitted on a corner Lot; however no fences or walls are allowed to extend beyond the front corners of a Home. All fences and walls must be installed by a professional fence (wall) installation company. No fence or wall may be installed without first obtaining the approval of the Architectural Control Committee.

Section 27. Painting of exterior of homes. Paint colors must be selected from a palette of standard colors which has been approved by the Board of Directors of the Association, which colors may be changed from time to time at the sole discretion of the Board of Directors of the Association.

Section 27. Signs. No sign shall be placed on any Lot which is larger than 24 square inches. All signs must be attached to a Home. All signs must be approved by the Architectural Control Committee to determine the appropriateness and location of the sign before it is put on the Lot.

Section 28. Air Conditioning Units. No window, wall or portable air conditioning units of any type are permitted in any Home. Only central air conditioning units shall be permitted. All air conditioning units to be put in a Home must have the approval of the Architectural Control Committee as to dimensions and location.

Section 29. Leasing of a Home. Under no circumstances may an Owner lease their Home for a period of less than seven (7) months.

Section 30. Rights of Developer. Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article XIII, the Developer shall have the right with respect to the development of the Community to construct buildings and Homes and other improvements, including landscaping on the Community, and to expand or add to the recreational facilities. The construction of buildings, Homes and improvements, including the expansion and additions to the recreational facilities shall be of such type, nature, design, size, shape, height, materials and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Committee, the Association or its members, provided however, that same complies with the applicable building codes and zoning laws of Broward County, Florida, in force at that time.

Section 31. Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Home between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Community, and in no event

shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 8:00 a.m.

Section 32. Yard Sales. Each Home Owner is permitted one yard sale per year.

ARTICLE XV

INSURANCE

Section 1. Purchase and Payment of Policies.

A. Common Open Space. All insurance policies covering the Common Open Space, shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the Community.

B. Lots and Homes. It shall be the Owners' obligation to obtain insurance at their own expense including without limitation, casualty insurance on their home, insurance for their personal property, personal liability, living expenses, and for improvements made to their Lot or Home. The Association shall not be responsible to purchase any insurance on behalf of any Home Owner.

Section 2. Coverage.

A. Casualty. All improvements upon the Common Open Space and all personal property of the Association are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the improvements upon the Common Open Space and all personal property of the Association, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
2. Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risks" endorsement, where available.

B. Liability. Comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Common Open Space, or any work, matters or things related to the Common Open Space or this Declaration and its exhibits, with such coverage as shall be required by the

Association but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence.

C. Worker's Compensation as shall be required to meet the requirements of the law.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

ARTICLE XVI

RECONSTRUCTION OR REPAIR OF COMMON OPEN SPACE AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Open Space is damaged or destroyed by casualty, the damaged property shall be reconstructed or repaired, unless 2/3 of the Owners vote to the contrary.

Section 2. Plans and Specification. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.

Section 3. Estimates of Cost. Immediately after casualty damage to Common Open Space the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors.

Section 4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, a Special Assessment shall be made against all of the Owners of the Homes equally, in sufficient amounts to provide funds to pay such costs.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Execution of Documents Required by Broward County, Florida. The Developer's plan for the development of the Community may require from time to time the execution of certain documents required by the City of Sunrise, Florida. To the extent that said documents require the joinder of any or all property owners in the Community, each of said Owners, by virtue of his acceptance of a deed to his Home does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

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Section 2. Reservation of Right to Own, Install, Provide and Maintain a Closed Circuit Television System, Telecommunications System, a Master Antenna System and Communications Antenna Television System (CATV Service).

A. Developer reserves and retains to itself, its successors and assigns: (i) the title to any closed circuit television system, telecommunications system, master antenna system, and related ancillary services and to the equipment including, but not limited to, conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Community and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive; and (ii) a perpetual easement for ingress to and egress from the Community to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion feel appropriate, including, without limitation, companies licensed to provide the CATV service in Broward County, for which service Developer, its successors and assigns or designees shall have the right to charge the Association and/or Individual Home Owners a reasonable fee not to exceed the maximum allowable charge for CATV service to single family residences as charged within the general vicinity.

B. The Home Owners acknowledge that the Central System described in Subsection A above includes, but is not limited to the CATV services as well as the ancillary services which may include security; medical, smoke and fire alert; information retrieval and so forth. Such Central System, if offered, is part of Developer's endeavor to provide a total environment to the Home Owners and enhance the "way-of-life" at the Community.

Section 3. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10)

years. This Declaration may be amended by an instrument signed by the Owners of sixty-six and two-thirds (66 2/3%) percent or more of the Undeveloped Lots and Homes. Notwithstanding the above, (i) there will be no amendment to the provisions of this Declaration pertaining to the maintenance of Common Open Space without the prior consent of Broward County, Florida; and (ii) so long as there is a Class B member, Developer will have the right to amend this Declaration without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

Section 6. Damage or Destruction to Common Open Space. Each Owner shall be liable to the Association for any damage to the Common Open Space not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Home and may be collected as provided herein for the collection of Assessments.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 29th day of August, 1994.

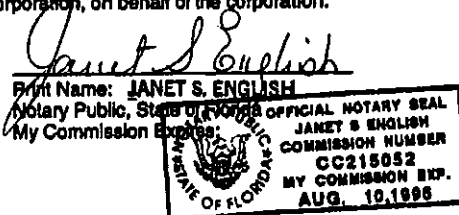
By: LENNAR HOMES, INC.

By: M. E. Saleda
Vice President



STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration was acknowledged before me this 29th day of August, 1994, by M. E. Saleda and Morris J. Watsky, the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation.



Carlton/Declaration/10/21/93

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**CARLTON RANCHES
LEGAL DESCRIPTION**

**ALL OF CARLTON ESTATES - 2, according to the
Plat thereof as recorded in Plat Book 153, Page 4, of
the Public Records of Broward County, Florida.**

BM 22549 PG 0967

EXHIBIT "A"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 30, 1993, as shown by the records of this office.

The document number of this corporation is N93000004413.

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



CR2E022 (2-91)

Jim Smith

Jim Smith
Secretary of State

8822549260968

ARTICLES OF INCORPORATION

OF

CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

FILED

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SECRETARY OF STATE
TALLAHASSEE

Pursuant to the provisions of Chapter 617, Florida Statutes, we, the undersigned natural persons competent to contract, acting as incorporators of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is the CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 700 N.W. 107 Avenue, Miami, Florida 33172, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Open Spaces, and the architectural control of the residence Lots (all as defined in the Declaration referred to hereinafter) within that certain tract of property known as Carlton Ranches, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration hereinafter and above called the "Declaration", applicable to the property and

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recorded or to be recorded in the office of the Clerk of the Circuit Court of Broward County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and Common Open Space, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

ARTICLE V

MEMBERSHIP

Each Undeveloped Lot, Unit or Condominium Unit which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such Undeveloped Lot, Unit or Condominium Unit, except that no person or entity holding an interest or title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Undeveloped Lot, Unit or Condominium Unit to which it is appurtenant.

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ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Undeveloped Lot, Unit or Condominium Unit owned. When more than one (1) person holds an interest in any Undeveloped Lot, Unit or Condominium Unit all such persons shall be members. The vote for such Undeveloped Lot, Unit or Condominium Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Undeveloped Lot, Unit or Condominium Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) six (6) years from the date of filing of this Declaration; or
- (c) at such time as the Class "B" member voluntarily relinquishes its right to vote.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall always be an odd number.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Frank Liano	8320 N.W. 27 Street Sunrise, Florida 33321
Robert Blanton	8320 N.W. 27 Street Sunrise, Florida 33321
Scott Woodrey	8320 N.W. 27 Street Sunrise, Florida 33321

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At the first annual meeting following the cessation of the Class B membership, the Members shall elect two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years. The Candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two (2) candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, a Treasurer, and such officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

PRESIDENT	Frank Llano
VICE PRESIDENT	Scott Woodrey
SECRETARY	Robert Blanton
TREASURER	Robert Blanton

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including

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attorneys fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE X

BY-LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XI

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any member of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than sixty-seven percent (67%) of the total number of votes in each class membership.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XIII
DURATION

The corporation shall exist perpetually.

ARTICLE XIV
SUBSCRIBERS

The name and address of the subscriber is as follows:

NAME

ADDRESS

Morris J. Watsky

700 N. W. 107 Avenue

Miami, Florida 33172

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 2nd day of September, 1993.


MORRIS J. WATSKY

BK2549PG0974

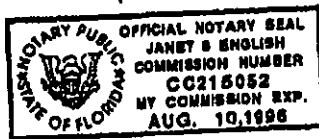
STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Morris J. Watsky, to me well known and well known to me to be the person of that name described in and who executed the foregoing and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Witness my hand and seal this 2nd day of September, 1993.

Janet S. English
Notary Public, State of Florida

My Commission Expires:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

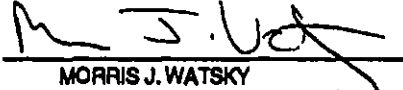
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in
compliance with said Act:

That, CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., desiring to organize
under the laws of the State of Florida, with its principal offices at 700 N.W. 107 Avenue,
Miami, Florida 33172, has named MORRIS J. WATSKY, whose office is located at 700
N.W. 107 Avenue, Miami, Florida, as its agent to accept service of process within the
State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at
the place designated in this Certificate, I hereby accept to act in this capacity, and agree
to comply with the provisions of said Act relative to keeping open said office.


MORRIS J. WATSKY

BK22549P60976

BY-LAWS OF
CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is the CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 700 N. W. 107 Avenue, Miami, Florida 33172, but meetings of members and directors may be held at such places within the State of Florida, Counties of Dade or Brevard, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the members's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any question except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class "A" members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Undeveloped Lot or Unit owned. When more than one person holds an interest in any Undeveloped Lot or Unit, all such persons shall be members. The vote for such Undeveloped Lot or Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Undeveloped Lot or Unit.

Class B. The Class "B" member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Undeveloped Lot or Unit owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) Six (6) years from the date of filing of this Declaration; or
- (c) At such time as the Class "B" member voluntarily relinquishes its right to vote.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The number of Directors on the Board of Directors shall always be an odd

number. The first Board of Directors shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting following the cessation of the Class B Membership, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years, the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the date of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at duly held meetings at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Private Drives and Common Open Spaces, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of, and the right to the use of, the common facilities of a member during any period in which such member shall be in default in the payment of assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or other such employees as they deem necessary, and to prescribe their duties;
- (f) accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and
- (g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

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

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

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- (e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Open Space to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessments are made and are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit 1993.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy.

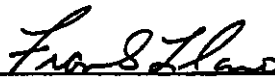
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of March, 1994.



Frank Liano, President

2254960984

Carlton Ranches HOA, Inc.
Amendments

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of
CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., as recorded in the
Official Records Book 22549, Page 0942, of the Public Records of Broward County,
Florida, was duly adopted in the manner provided in the Association's documents.

IN WITNESS WHEREOF, we have affixed our hands and seals on 14th day
of July, 1997 at 1067 Shotgun Road, #D, Broward County,
Florida.

WITNESSES

Sign

Print

Sign

Print

CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

By:

c/o

Michael Devine, President
The Continental Group, Inc.
1067 Shotgun Road,
Sunrise, Florida 33326

STATE OF FLORIDA :

: ss.

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 14 day of
July, 1997, by Michael Devine, as President of CARLTON RANCHES HOMEOWNERS
ASSOCIATION, INC. a Florida corporation, on behalf of the corporation. He is
personally known to me or has produced _____
as identification and did take an oath.

Notary Public, State of Florida at Large

Printed Name of Notary: Jeffrey Hopewell

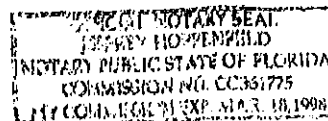
Commission No.: CC361775

My Commission Expires: MAR 18, 1998

This Instrument Prepared By:

Marcia J. Thomas, Esquire
SUSAN P. BAKALAR, P.A.
2240 S.W. 70th Ave., #D
Davie, FL 33317

carlton ranches hoi/certificnte.2



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This Document Prepared By
and Return to:

Marcia J. Thomas, Esquire
Susan P. Bakalar, P.A.
2240 SW 70th Ave., # D
Davie, FL 33317
Tel. 954/475-4244

AMENDMENT
TO THE DECLARATION
OF

CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

[Additions indicated by underlining, deletions by "..." and
unaffected language by "..."]

Amendment to ARTICLE XIV, Section 26, of the Declaration, as follows:

Section 26. Fences: Only water-sealed "dog eared" shadow box fences or aluminum/PVC rails may be constructed in the sides or the rear of a Lot. Masonry wall or water-sealed "dog eared" shadow box fences of no more than five (5) feet in height will be permitted on a corner Lot; however, no fence or walls are allowed to extend beyond the front corners of a Home. There shall be no shadow box fences allowed on water Lots, with the exception of Lots 3, 11, 12, 20, 28 and 35, which may use shadow box fences on the perimeter of their property line. All fences and walls must be installed by a professional (wall) installation company. No fence or wall may be installed without first obtaining the approval of the Architectural Control Committee.

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

carlton ranches hwa/amendment.2

26826P60365

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Seymour N. Singer, Esq.
Krongold, Todd & Singer, P.L.
201 Alhambra Circle, Suite 801
Coral Gables, Florida 33134

INSTR # 103033754
OR BK 35409 Pages 432 - 433
RECORDED 06/18/03 12:42:35
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2150
#1, 2 Pages

**AMENDMENT TO DECLARATION OF
CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Carlton Ranches Homeowners Association, Inc., was recorded on August 29, 1994, in Official Records Book 22549, at Page 0942, of the Public Records of Broward County, Florida (the "Declaration"), applicable to the following described property, to wit:

ALL OF CARLTON ESTATES - 2, according to the Plat thereof, as recorded in Plat Book 153, Page 4, of the Public Records of Broward County, Florida; and

WHEREAS, the members of the Carlton Ranches Homeowners Association, Inc. desire that the Declaration be amended regarding awning and shutter requirements; and

WHEREAS, Article XVII, Section 5 of the Declaration provides that the Declaration may be amended by an instrument signed by the owners of sixty-six and two-thirds (66 2/3%) percent or more of the Undeveloped Lots and Homes; and

WHEREAS, in accordance with Article XVII, Section 5 of the Declaration, this instrument setting forth the amendment to the Declaration has been signed by the owners of at least sixty-six and two-thirds (66 2/3%) percent of the Undeveloped Lots and Homes.

NOW THEREFORE, by virtue of the authority of the Association as set forth in the Association Documents, the Declaration is hereby amended as follows:

ARTICLE XIV, Section 23 of the Declaration is hereby amended to read as follows:

"Section 23. Windows, Awnings and Shutters. No ~~awnings~~, canopies or shutters, ~~including except~~ hurricane or storm shutters, shall be attached or affixed to the exterior of a building, and no aluminum foil, newspaper, sheets window tinting materials or shielding materials or shielding materials or ~~devises~~ devices shall be placed upon any windows or sliding glass doors which are part of a home, except for periods not exceeding one (1) week after the Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings as approved by the Architectural Control Committee. Awnings, hurricane or storm shutters may be installed, but strictly subject to and in accordance with the approval of the Architectural Control Committee as specified herein. Awnings must be attached or

affixed to the rear building, and may not be freestanding, nor may awnings be attached to the front or sides of any building."

IN WITNESS WHEREOF, this Amendment has been executed by the Association on the date set forth above.

WITNESSES:

CARLTON RANCHES HOMEOWNERS
ASSOCIATION, INC., a Florida
Corporation not for profit

Jane M Brock
Print Name: Jane M Brock

By: [Signature]
Print Name: JEFF BARNHILL
Title: President

Print Name: _____

Louise E. Guarino
Print Name: Louise E. Guarino

Attest: [Signature]
Print Name: Pam Griffith
Title: Secretary

Print Name: _____

STATE OF FLORIDA)
: SS
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 acknowledgements, the foregoing instrument was acknowledged before by Jeff Barnhill and Pam Griffith, the President and Secretary, respectively, of CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her/them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March, 2003



Jane M Brock
Notary Public, State of Florida
Print Name: Jane M Brock
My Commission Expires: 4/4/07

**BOARD OF DIRECTORS
CARLTON RANCHES HOMEOWNERS ASSOCIATION**

RESOLUTION

WHEREAS, Article XIV, Section 14 of the Declaration for Carlton Ranches provides, *inter alia*, that "...no commercial vehicles.....shall be parked in the Community except ...commercial vehicles may be kept in the Community so long as they are parked in the garage of a Home and the garage door is kept in a fully closed position while such vehicle is store therein....The term 'commercial vehicle' shall include but not be limited to all automobiles, trucks and other vehicular equipment including station wagons, which bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise;" and

WHEREAS, in enforcing the provisions of Article XIV, Section 14 of the Declaration for Carlton Ranches pertaining to commercial vehicles, the Board of Directors of Carlton Ranches Homeowners Association has historically included police and other emergency vehicles as "commercial vehicles" in accordance with the definition of "commercial vehicles" per Section 12-503 from the Davie Town Code: "*Commercial vehicle*. Any motor vehicle used for business or institutional purposes or having painted thereon or affixed thereto a sign identifying a business or institution or a principal product or service of a business or institution....;" and

WHEREAS, the Town Council of Davie has recently adopted Resolution R-2005-186 declaring that "the definition of commercial vehicles as mentioned in the Town's Code of Ordinances shall not be construed to include authorized emergency vehicles as defined by Florida State Statute 316.003(l);" and

WHEREAS, Florida State Statute 316.003(l) defines authorized emergency vehicles as "vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Department of Environmental Protection, the Department of Health, and the Department of Transportation as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties;" and


WHEREAS, the Board of Carlton Ranches Homeowners Association believes it prudent to continue to remain in accordance with the Davie Town Code's definition of "commercial vehicles" as clarified by their recently adopted Resolution R-2005-186.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CARLTON RANCHES HOMEOWNERS ASSOCIATION:

Section 1. The definition of commercial vehicles as mentioned in Article XIV, Section 14 of the Declaration for Carlton Ranches shall henceforth not be construed to include authorized emergency vehicles as defined by Florida State Statute 316.003(l).

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 13th DAY OF OCTOBER, 2005.


Fred Annunziata, President, Board of Directors

ATTEST:


Pam Griffis, Secretary, Board of Directors

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO DECLARATION
FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached amendments to the Declaration for Carlton Ranches Homeowners Association, Inc. ("Declaration"), as recorded in Official Records Book 22549, Page 942, in the Public Records of Broward County, Florida, were duly adopted in the manner provided in Article XVII of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of November, 2014, in Broward County, Florida.

Executed in the presence of:
(as to all signatures)

Stephanie Rutkowski
Signature of Witness

Stephanie Rutkowski
Printed Name of Witness

Mayleth Suarez
Signature of Witness

Mayleth Suarez
Printed Name of Witness

By: Fred Annunziata
Fred Annunziata, President

By: Pamela Griffis
Pamela Griffis, Secretary

STATE OF FLORIDA }
COUNTY OF BROWARD }

On this 26 day of November, 2014, personally appeared Fred Annunziata and Pamela Griffis, the President and Secretary, respectively, of Carlton Ranches Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Jane M. Brock
NOTARY PUBLIC
My Commission Expires:



AMENDMENT TO DECLARATION
FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

* * *

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and said first mortgage was recorded in the public records of Broward County, Florida prior to the time of recording of any claim of lien by the Association for assessments, and said first mortgage secures an indebtedness which is amortized on monthly or quarter-annual payments over a period of not less than ten (10) years. Notwithstanding same, a first mortgagee that acquires title pursuant to foreclosure or a deed in lieu of foreclosure shall continue to be liable for all amounts owed pursuant to Chapter 720, Florida Statutes, as same may be amended from time to time. The sale or transfer of any Undeveloped Lot or Home pursuant to the foreclosure or any proceedings in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except with respect to the first mortgagee's Statutory liability under Chapter 720, Florida Statutes, as same may be amended from time to time). Any party other than a first mortgagee that acquires title pursuant to a foreclosure sale, or a deed in lieu of foreclosure, shall continue to be jointly and severally liable with the previous Owner for all unpaid assessments. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

* * *

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO DECLARATION
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IN WITNESS WHEREOF, we have affixed our hands this 1 day of December, 2014, in Broward County, Florida.

Executed in the presence of:
(as to all signatures)

Stephanie Rutkowski
Signature of Witness

Stephanie Rutkowski
Printed Name of Witness

Barbara E. Wood
Signature of Witness

Barbara E. Wood
Printed Name of Witness

By: Fred Annunziata
Fred Annunziata, President

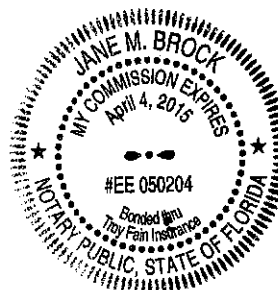
By: Pamela Griffis
Pamela Griffis, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

On this 1 day of December, 2014, personally appeared Fred Annunziata and Pamela Griffis, the President and Secretary, respectively, of Carlton Ranches Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Jane M. Brock
NOTARY PUBLIC
My Commission Expires:



AMENDMENT TO DECLARATION
FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

* * *

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* * *

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
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FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.**

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IN WITNESS WHEREOF, we have affixed our hands this 24 day of October, 2018, in Broward County, Florida.

Executed in the presence of:
(as to all signatures)

[Signature]
Signature of Witness

Imabel Ocasio
Printed Name of Witness

[Signature]
Signature of Witness

MARIA ANNUNZIATA
Printed Name of Witness

By: [Signature]
Fred Annunziata, President

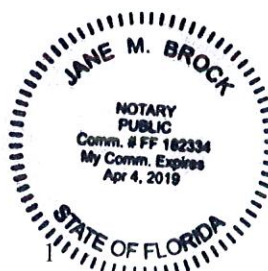
By: [Signature]
Pamela Griffis, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

On this 24 day of October, 2018 personally appeared Fred Annunziata and Pamela Griffis, the President and Secretary, respectively, of Carlton Ranches Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
NOTARY PUBLIC
My Commission Expires:



AMENDMENT TO DECLARATION
FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE XIV
RESTRICTIONS

* * *

Section 29. Leasing of a Home. Under no circumstances may an Owner lease their Home for a period of less than seven (7) months. No Owner may lease the Owner's Home unless such lease (including any renewal of a lease) is approved in writing by the Board of Directors, as provided for herein. No individual rooms may be rented and no transient tenants may be accommodated. All leases shall provide, and if they do not shall automatically be deemed to provide, that the Association shall have the right to terminate the respective Lease and evict any tenant in the event of a default by an Owner's tenant (or the tenant's family members or guests) in observing any of the provisions of this Declaration, and applicable rules duly adopted by the Board from time to time. Any and all fees and costs incurred by the Association in terminating any lease and/or evicting any tenant pursuant to such right, including without limitation attorneys' fees, shall be recoverable from the subject Owner, and the Association may assess the Home/Owner for all such fees and costs incurred by the Association, and the Association shall have a continuing lien on the Home/Owner to secure repayment of such Assessment, and the Association may enforce and collect such Assessment in the same manner as Assessments for Common Expenses, pursuant to the provisions of this Declaration and Chapter 720, Florida Statutes. Notwithstanding the lease of an Owner's Home, the liability and obligations of the Owners created hereunder, including the rules, shall continue unabated. Additionally, the Owner shall be liable and fully responsible for all acts of the Owner's tenant(s) (and such tenant's family members and guests) and for the tenant's (and the tenant's family members' and guests') non-compliance with the provisions of this Declaration and the Association's rules and regulations.

Only an entire Home may be rented, provided occupancy is only by the lessee and the lessee's family, and the term of such lease shall be not less than seven (7) months or greater than twelve (12) months. No Owner may lease the Owner's Home more than once in any calendar year. For the purposes of this provision, family shall be defined to include the lessee's (or Owner's) spouse or significant other, children, parents, grand-parents, grand-children and siblings. Any person other than the Owner or the Owner's family occupying a Home, in the Owner's absence, for more than thirty (30) days in any 365-day period shall be considered a lessee and subject to the provisions herein and such person must submit to the approval process specified herein (regardless of whether any consideration is being paid in exchange for the occupancy of the Home or whether there is any written lease agreement). No subleases shall be permitted. No Owner that takes title to a Home after the effective date of this amendment may lease the Owner's Home during the first twelve (12) months of the Owner's ownership of the

Home, which date shall run from the date the deed vesting title in the Owner is recorded in the Public Records of Broward County, Florida. If an Owner acquires title to a Home that is already rented, the subject lease, in the Board's sole discretion, may continue for the remainder of its unexpired term, but may not be renewed, and the lessee must vacate the Home upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the 12-month moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee(s)' vacation of the Home, and the subject Owner may not thereafter lease the Home for twelve (12) months from such date.

Any Owner wishing to lease the Owner's Home shall pay a security deposit to the Association, in the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent or such other amount as may be determined by Board rule from time to time). The Board shall have no obligation to pay any interest on the security deposit, and such funds may be commingled with other funds held by the Association. The Owner and lessee shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the common elements or to Association property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the lessee or the lessee's family members, guests, or invitees, which liability shall not in any way be limited to the amount of the security deposit. Such sums shall become the personal obligation of the Owner and the Association may assess the Owner and Home for such sums and may impose a lien against the Home in the same fashion as if said sums represented monies due for unpaid assessments for Common Expenses. The Association may make claims against the Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If the Association makes any claim against the security deposit, the Owner shall deposit additional sums with the Association as necessary to replenish the funds claimed by the Association, so that the security deposit held by the Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent or such other amount as may be determined by Board rule from time to time). If such deposit is not fully replenished within ten (10) days of the Association's written request, the Association may special assess the Owner for such sum, subject to the provisions of this Declaration.

Each lease of a Home shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased Home to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the lessee that all subsequent rent payments are to be forwarded by the lessee directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the lessee to forward rent directly to the

Association, the Association may immediately commence legal action to terminate the lease, subject to the provisions of Florida law and this Declaration, and secure the removal/eviction of the lessee. In order to protect the Association's right to collect such rents, no Owner may request or require any lessee to pay the rents for any Home in advance or accept any such advance rental payments. Any and all fees and costs incurred in addressing the payment of assessments, the removal of the lessee(s) or violations of the Declaration, including attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to Owner and lessee of such delinquency at which time lessee shall be required to immediately vacate and relinquish tenancy of the Home.

a. Notice to Association. An Owner intending to lease the Owner's Home shall give to the Association written notice of such intention (delivered in the manner specified by Board rule, as same may be amended from time to time), together with the name and address and contact information of the intended lessee(s) and all proposed occupants of the Home, such other information concerning the intended lessee(s) and/or any and all occupants as the Association may reasonably require (which requirement for additional information must be conveyed to the Owner and/or applicant(s) within fifteen (15) days of the Association's receipt of the notice package), and an executed copy of the proposed lease. The Board may require that a screening package (which may include, in the Board's discretion, a standard lease application form, which may include without limitation bank and personal references, and/or standard form of lease) along with a reasonable screening fee to be determined by Board rule from time to time, but not to exceed the maximum amount permitted by law as amended from time to time (and if there is no Board rule, in an amount equal to \$150 per applicant, except for a husband/wife or parent/dependent child, who shall be considered one applicant), be submitted prior to commencement of the screening process detailed herein. The Association may require all occupants over the age of 18 to undergo a background and credit screening and may charge the screening fee for all adult occupants (except as noted above). A screening fee may also be charged in connection with the renewal of any lease, in such amount as may be determined by the Board from time to time by Board rule. The Board of Directors may require the proposed lessee and all proposed adult occupants (i.e., occupants over the age of 18) of a Home to undergo a personal interview with the Board or with an appropriate committee (and unless notified to the contrary, all applicant(s) must assume that a screening interview will be required).

b. Certificate of Approval. Within thirty (30) days after receipt of such notice and information, together with receipt of the screening fee, and completion of any personal interview required or requested by Association, the Association must either approve or disapprove the proposed lease (and the 30-day time period shall not begin to run until the Association has received all required information and the screening and processing fees, and has completed any screening interview(s)). The failure of Association to act within such 30-day period shall be deemed to constitute Association's approval of such lease. If approved, the approval shall be stated in a written notice executed by the President or Vice President, and delivered to the

Owner and/or lessee. If disapproved, the Board shall notify the Owner and/or lessee of such disapproval, and the lease shall not be made. Any attempt to lease a Home in contravention of the provisions contained herein shall be a breach of this Declaration, shall be wholly null and void, and shall confer no interest whatsoever in the Home to the lessee(s), and the Board may seek to undo any lease and to evict any lessee(s) occupying any Home without Association approval, and all costs incurred by the Association shall be reimbursed by the Owner, and Association may assess the Owner for all such costs and shall have a lien on the subject Home to secure such costs, in the same manner as a lien for unpaid assessments. The Board may consider, without limitation, the following factors as constituting good cause for any disapproval of a proposed lease:

- (i) The person seeking approval (or any occupant under the proposed lease) has been convicted within the past fifteen (15) years of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged within the past fifteen (15) years with any such felonies where the charges resulted in an adjudication withheld, or any such person or occupant is identified as a registered sex offender;
- (ii) The application for approval on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (iii) The person seeking approval (or any occupant under the proposed lease) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as a lessee, owner or occupant of a Home, or as a guest of any lessee or owner;
- (iv) The person seeking approval failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in the application;
- (v) The Owner requesting the lease approval has had fines assessed against him or her which have not been paid;
- (vi) All assessments and other charges against the Home have not been paid in full;
- (vii) The person seeking approval does not have the financial ability to cover the costs of the tenancy (and the Board may adopt by Board rule from time to time further criteria related to such financial criteria, including without limitation a minimum credit score or other credit qualifications); or
- (viii) The Association's approval of the lease would result in more than ten percent (10%) of the Homes in the Carlton Ranches Community being leased.

If the Association approves any lease, the lessee shall have all of the use rights to the common elements and amenities that were previously held by the Owner, and the Owner shall have no such use rights during the entire time that the

Home is under lease, except as a guest (although the Owner would continue to have the right to access the Home to exercise any rights or duties as a Landlord).

No more than ten percent (10%) of the Homes in the Carlton Ranches Community may be leased at any given time, and the Association shall not approve any proposed lease where such approval would result in more than ten percent (10%) of the Homes being leased at any given time. Whenever the maximum number of Homes has been leased, the Association will institute a waiting list of proposed lease transactions. At all times, priority will be given to the renewal of existing leases (assuming the existing lessee is acceptable to the Board and the Board is willing to approve the renewal of any existing lease) over any proposed new lease. The Association's Board shall have the authority to adopt rules and regulations regarding the institution and operation of the waiting list.

Randall K. Roger & Associates, P.A.

Attorneys at Law

Randall K. Roger
Andrew P. Speranzini
Katherine C. Nuckolls
Andrew G. Elliott
Thomas L. Abrams, of Counsel

Please Reply to Main Office
One Park Place
621 NW 53rd Street
Suite 300
Boca Raton, Florida 33487

Boca Raton: (561) 988-5598
Broward: (954) 236-8818
Toll-Free: (866) 988-5598
Facsimile: (561) 988-1318

Satellite Office
1776 North Pine Island Road
Suite 215
Fort Lauderdale, Florida 33322

January 25, 2019

CONFIDENTIAL/ATTORNEY-CLIENT PRIVILEGED

VIA E-MAIL: jmb@brockpm.com

AND REGULAR U.S. MAIL

Carlton Ranches Homeowners Association, Inc.
c/o Brock Management Co.
Attn: Jane Brock
P.O. Box 770850
Coral Springs, FL 33077

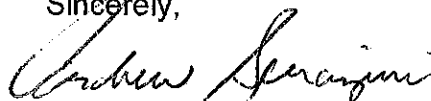
Re: Recorded Certificate of Amendment

Dear Members of the Board:

Please find attached hereto the recorded copy of the Certificate of Amendment to Declaration for Carlton Ranches Homeowners Association, Inc. ("Certificate"), which Certificate was recorded January 22, 2019, as Instrument #115565998, in the Public Records of Broward County, Florida. The amendments to the Association's Declaration, regarding the leasing of a home in the Carlton Ranches Community, are now effective (and have been effective since January 22, 2019). The Association should retain the Certificate as part of Association's official records and notify the Membership of the amendments.

If the Association has any questions, or needs any further assistance, please feel welcome to contact undersigned Counsel.

Sincerely,



Andrew P. Speranzini

Enclosure

T:\20072 Carlton Ranches\2019.01.25 Recorded Certificate of Amendment.wpd

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

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IN WITNESS WHEREOF, we have affixed our hands this 24 day of October, 2018, in Broward County, Florida.

Executed in the presence of:
(as to all signatures)

JCO
Signature of Witness

By: Fred Annunziata
Fred Annunziata, President

Imabel Ocasio
Printed Name of Witness

Maria Annunziata
Signature of Witness

By: Pamela Griffis
Pamela Griffis, Secretary

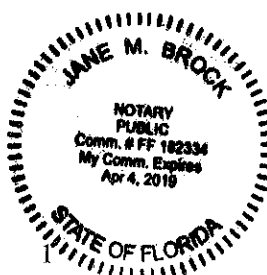
MARIA ANNUNZIATA
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF BROWARD)

On this 24 day of October, 2018 personally appeared Fred Annunziata and Pamela Griffis, the President and Secretary, respectively, of Carlton Ranches Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Jane M. Brock
NOTARY PUBLIC
My Commission Expires:



AMENDMENT TO DECLARATION
FOR CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "~~strikethroughs~~" and
unaffected language by ". . ." or "***")

ARTICLE XIV
RESTRICTIONS

* * *

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Only an entire Home may be rented, provided occupancy is only by the lessee and the lessee's family, and the term of such lease shall be not less than seven (7) months or greater than twelve (12) months. No Owner may lease the Owner's Home more than once in any calendar year. For the purposes of this provision, family shall be defined to include the lessee's (or Owner's) spouse or significant other, children, parents, grand-parents, grand-children and siblings. Any person other than the Owner or the Owner's family occupying a Home, in the Owner's absence, for more than thirty (30) days in any 365-day period shall be considered a lessee and subject to the provisions herein and such person must submit to the approval process specified herein (regardless of whether any consideration is being paid in exchange for the occupancy of the Home or whether there is any written lease agreement). No subleases shall be permitted. No Owner that takes title to a Home after the effective date of this amendment may lease the Owner's Home during the first twelve (12) months of the Owner's ownership of the

Home, which date shall run from the date the deed vesting title in the Owner is recorded in the Public Records of Broward County, Florida. If an Owner acquires title to a Home that is already rented, the subject lease, in the Board's sole discretion, may continue for the remainder of its unexpired term, but may not be renewed, and the lessee must vacate the Home upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the 12-month moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee(s)' vacation of the Home, and the subject Owner may not thereafter lease the Home for twelve (12) months from such date.

Any Owner wishing to lease the Owner's Home shall pay a security deposit to the Association, in the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent or such other amount as may be determined by Board rule from time to time). The Board shall have no obligation to pay any interest on the security deposit, and such funds may be commingled with other funds held by the Association. The Owner and lessee shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the common elements or to Association property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the lessee or the lessee's family members, guests, or invitees, which liability shall not in any way be limited to the amount of the security deposit. Such sums shall become the personal obligation of the Owner and the Association may assess the Owner and Home for such sums and may impose a lien against the Home in the same fashion as if said sums represented monies due for unpaid assessments for Common Expenses. The Association may make claims against the Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If the Association makes any claim against the security deposit, the Owner shall deposit additional sums with the Association as necessary to replenish the funds claimed by the Association, so that the security deposit held by the Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent or such other amount as may be determined by Board rule from time to time). If such deposit is not fully replenished within ten (10) days of the Association's written request, the Association may special assess the Owner for such sum, subject to the provisions of this Declaration.

Each lease of a Home shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased Home to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the lessee that all subsequent rent payments are to be forwarded by the lessee directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the lessee to forward rent directly to the

Association, the Association may immediately commence legal action to terminate the lease, subject to the provisions of Florida law and this Declaration, and secure the removal/eviction of the lessee. In order to protect the Association's right to collect such rents, no Owner may request or require any lessee to pay the rents for any Home in advance or accept any such advance rental payments. Any and all fees and costs incurred in addressing the payment of assessments, the removal of the lessee(s) or violations of the Declaration, including attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to Owner and lessee of such delinquency at which time lessee shall be required to immediately vacate and relinquish tenancy of the Home.

a. Notice to Association. An Owner intending to lease the Owner's Home shall give to the Association written notice of such intention (delivered in the manner specified by Board rule, as same may be amended from time to time), together with the name and address and contact information of the intended lessee(s) and all proposed occupants of the Home, such other information concerning the intended lessee(s) and/or any and all occupants as the Association may reasonably require (which requirement for additional information must be conveyed to the Owner and/or applicant(s) within fifteen (15) days of the Association's receipt of the notice package), and an executed copy of the proposed lease. The Board may require that a screening package (which may include, in the Board's discretion, a standard lease application form, which may include without limitation bank and personal references, and/or standard form of lease) along with a reasonable screening fee to be determined by Board rule from time to time, but not to exceed the maximum amount permitted by law as amended from time to time (and if there is no Board rule, in an amount equal to \$150 per applicant, except for a husband/wife or parent/dependent child, who shall be considered one applicant), be submitted prior to commencement of the screening process detailed herein. The Association may require all occupants over the age of 18 to undergo a background and credit screening and may charge the screening fee for all adult occupants (except as noted above). A screening fee may also be charged in connection with the renewal of any lease, in such amount as may be determined by the Board from time to time by Board rule. The Board of Directors may require the proposed lessee and all proposed adult occupants (i.e., occupants over the age of 18) of a Home to undergo a personal interview with the Board or with an appropriate committee (and unless notified to the contrary, all applicant(s) must assume that a screening interview will be required).

b. Certificate of Approval. Within thirty (30) days after receipt of such notice and information, together with receipt of the screening fee, and completion of any personal interview required or requested by Association, the Association must either approve or disapprove the proposed lease (and the 30-day time period shall not begin to run until the Association has received all required information and the screening and processing fees, and has completed any screening interview(s)). The failure of Association to act within such 30-day period shall be deemed to constitute Association's approval of such lease. If approved, the approval shall be stated in a written notice executed by the President or Vice President, and delivered to the

Owner and/or lessee. If disapproved, the Board shall notify the Owner and/or lessee of such disapproval, and the lease shall not be made. Any attempt to lease a Home in contravention of the provisions contained herein shall be a breach of this Declaration, shall be wholly null and void, and shall confer no interest whatsoever in the Home to the lessee(s), and the Board may seek to undo any lease and to evict any lessee(s) occupying any Home without Association approval, and all costs incurred by the Association shall be reimbursed by the Owner, and Association may assess the Owner for all such costs and shall have a lien on the subject Home to secure such costs, in the same manner as a lien for unpaid assessments. The Board may consider, without limitation, the following factors as constituting good cause for any disapproval of a proposed lease:

- (i) The person seeking approval (or any occupant under the proposed lease) has been convicted within the past fifteen (15) years of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged within the past fifteen (15) years with any such felonies where the charges resulted in an adjudication withheld, or any such person or occupant is identified as a registered sex offender;
- (ii) The application for approval on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (iii) The person seeking approval (or any occupant under the proposed lease) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as a lessee, owner or occupant of a Home, or as a guest of any lessee or owner;
- (iv) The person seeking approval failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in the application;
- (v) The Owner requesting the lease approval has had fines assessed against him or her which have not been paid;
- (vi) All assessments and other charges against the Home have not been paid in full;
- (vii) The person seeking approval does not have the financial ability to cover the costs of the tenancy (and the Board may adopt by Board rule from time to time further criteria related to such financial criteria, including without limitation a minimum credit score or other credit qualifications); or
- (viii) The Association's approval of the lease would result in more than ten percent (10%) of the Homes in the Carlton Ranches Community being leased.

If the Association approves any lease, the lessee shall have all of the use rights to the common elements and amenities that were previously held by the Owner, and the Owner shall have no such use rights during the entire time that the

Home is under lease, except as a guest (although the Owner would continue to have the right to access the Home to exercise any rights or duties as a Landlord).

No more than ten percent (10%) of the Homes in the Carlton Ranches Community may be leased at any given time, and the Association shall not approve any proposed lease where such approval would result in more than ten percent (10%) of the Homes being leased at any given time. Whenever the maximum number of Homes has been leased, the Association will institute a waiting list of proposed lease transactions. At all times, priority will be given to the renewal of existing leases (assuming the existing lessee is acceptable to the Board and the Board is willing to approve the renewal of any existing lease) over any proposed new lease. The Association's Board shall have the authority to adopt rules and regulations regarding the institution and operation of the waiting list.

Randall K. Roger & Associates, P.A.
Attorneys at Law

Randall K. Roger
Andrew P. Speranzini
Katherine C. Nuckolls
Andrew G. Elliott
Thomas L. Abrams, of Counsel

Please Reply to Main Office
One Park Place
621 NW 53rd Street
Suite 300
Boca Raton, Florida 33487

Boca Raton: (561) 988-5598
Broward: (954) 236-8818
Toll-Free: (866) 988-5598
Facsimile: (561) 988-1318

Satellite Office
1776 North Pine Island Road
Suite 215
Fort Lauderdale, Florida 33322

June 22, 2022

CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGED

VIA E-MAIL: jmb@brockpm.com
AND REGULAR U.S. MAIL
Carlton Ranches Homeowners Association, Inc.
c/o Brock Management Co.
Attn: Jane Brock
P.O. Box 770850
Coral Springs, FL 33077

**Re: Marketable Record Titles to Real Property; Section 712.05, Florida Statutes -
Recorded Notice of Preservation of Declaration**

Dear Members of the Board:

Counsel received the attached recorded Notice of Carlton Ranches Homeowners Association, Inc. Under Section 720.3032, Florida Statutes, and Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, Chapter 712, Florida Statutes ("Notice of Preservation"), which was recorded June 17, 2022, as Instrument #118218501, in the Public Records of Broward County, Florida. The Notice of Preservation was recorded, pursuant to Chapter 712 of the Florida Statutes, to preserve and protect the Declaration for Carlton Ranches Homeowners Association, Inc.

The Association should place the attached Notice of Preservation in its official records. If the Association has any questions or needs any further assistance, please feel welcome to contact undersigned Counsel.

Sincerely,


Andrew Speranzini

Enclosure

NOTICE OF CARLTON RANCHES HOMEOWNERS ASSOCIATION, INC. UNDER SECTION 720.3032, FLORIDA STATUTES, AND NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the Association and the name shown in item 3.

1. Legal name of Association: Carlton Ranches Homeowners Association, Inc.
2. Mailing and physical addresses of Association:
 - (a) Mailing Address: c/o Brock Property Management, Inc., Attn: Jane Brock, P.O. Box 770850, Coral Springs, FL 33077.
 - (b) Physical Address: 14100 Carlton Drive, Davie, FL 33330
3. Name of the subdivision plat: CARLTON ESTATES-2
4. Name, address and telephone number for management company: Brock Property Management, Inc., Attn: Jane Brock, P.O. Box 770850, Coral Springs, FL 33077; telephone number: (954) 753-2675
5. This notice does constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.
6. The following covenants or restrictions affecting the community which the Association desires to be preserved from extinguishment:
 - (a) Declaration for Carlton Ranches Homeowners Association, Inc. ("Declaration"), recorded August 29, 1994, in Official Records Book 22549, Page 942, in the Public Records of Broward County, Florida.
 - (b) The Articles of Incorporation of Carlton Ranches Homeowners Association, Inc., which was an exhibit to the Declaration, with the same recording information as the Declaration.
 - (c) By-Laws of Carlton Ranches Homeowners Association, Inc., which was an exhibit to the Declaration, with the same recording information as the Declaration.
7. The legal description of the community affected by the listed covenants or restrictions is: All of CARLTON ESTATES-2 (including without limitation Lots 1 through 46, inclusive), according to the Plat thereof as recorded in Plat Book 153, Page 4, of the Public Records of Broward County, Florida.

This notice is filed on behalf of Carlton Ranches Homeowners Association, Inc. as of May 24,, 2022.

Signed in the presence of:

Carlton Ranches Homeowners Association,
Inc.

[Signature]
Signature of Witness

By:

[Signature]
Michael Jones, President

[Signature]
Printed Name of Witness

[Signature]
Signature of Witness

Freddy Guzman
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this 24 day of May, 2022, by Michael Jones, as the President of Carlton Ranches Homeowners Association, Inc., who is personally known to me or who produced his driver's license (circle one) as identification.

[Signature]
Notary Public

4/8/23
My Commission Expires:

